



Crown Commercial Service

G-Cloud 12 Call-Off Contract

This Call-Off Contract for the G-Cloud 12 Framework Agreement (RM1557.12) includes:

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Part A: Order Form

Buyers must use this template order form as the basis for all call-off contracts and must refrain from accepting a supplier's prepopulated version unless it has been carefully checked against template drafting.

Digital Marketplace service ID number	109832404880112
Call-Off Contract reference	Acas17177
Call-Off Contract title	ACAS HR & Managed Payroll
Call-Off Contract description	iTrent HR & Payroll Software & Services
Start date	1 st October 2021
Expiry date	30 ^h September 2023 (Optional 1+1)
Call-Off Contract value	24 Month value - £234,704.25 Including extension: £400,156.75
Charging method	Invoice
Purchase order number	N/A

This Order Form is issued under the G-Cloud 12 Framework Agreement (RM1557.12).

Buyers can use this Order Form to specify their G-Cloud service requirements when placing an Order.

The Order Form cannot be used to alter existing terms or add any extra terms that materially change the Deliverables offered by the Supplier and defined in the Application.

There are terms in the Call-Off Contract that may be defined in the Order Form. These are identified in the contract with square brackets.

From the Buyer	ACAS 8 th Floor Windsor House 50 Victoria Street London SW1H 0TL
To the Supplier	MHR International UK Ltd 0115 9456000 Ruddington Hall Loughborough Road Ruddington Nottinghamshire NG11 6LL Company number: 1852206
Together the 'Parties'	

Principal contact details

For the Buyer:

Title: Director of Finance, Estates and Procurement

Name: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

For the Supplier:

Title: Customer Relationship Manager

Name: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

Call-Off Contract term

Start date	This Call-Off Contract Starts on 1st October 2021 and is valid for 24 months .
Ending (termination)	<p>The notice period for the Supplier needed for Ending the Call-Off Contract is at least [90] Working Days from the date of written notice for undisputed sums (as per clause 18.6).</p> <p>The notice period for the Buyer is a maximum of [30] days from the date of written notice for Ending without cause (as per clause 18.1).</p>
Extension period	<p>This Call-off Contract can be extended by the Buyer for 2 (two) period(s) of 12 (twelve) months each, by giving the Supplier 3 (three) months written notice before its expiry. The extension periods are subject to clauses 1.3 and 1.4 in Part B below.</p> <p>Extensions which extend the Term beyond 24 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</p> <p>[The extension period after 24 months should not exceed the maximum permitted under the Framework Agreement which is 2 periods of up to 12 months each.</p> <p>If a buyer is a central government department and the contract Term is intended to exceed 24 months, then under the Spend Controls process, prior approval must be obtained from the Government Digital Service (GDS). Further guidance:</p> <p>https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service</p>

Buyer contractual details

This Order is for the G-Cloud Services outlined below. It is acknowledged by the Parties that the volume of the G-Cloud Services used by the Buyer may vary during this Call-Off Contract.

G-Cloud lot	<p>This Call-Off Contract is for the provision of Services under:</p> <ul style="list-style-type: none">• Lot 2: Cloud software
G-Cloud services required	<p>The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below:</p> <ul style="list-style-type: none">• Cloud hosting of the iTrent HR and Payroll software and SAP Business Objects for a maximum of 1,100 employees.
Additional Services	<p>Consultancy, Training, and Additional Software can, if required throughout the term of the contract, be organised on an ad-hoc basis and will be chargeable and agreed via a Contract Variation.</p>
Location	<p>The Services will be delivered either remotely or at ACAS's premises as agreed between the Parties.</p> <p>The data will be stored at MHR owned and operated data centres in and around Nottingham.</p>
Quality standards	<p>The quality standards required for this Call-Off Contract are as per the Suppliers standard G Cloud standards.</p>

Technical standards:	The technical standards used as a requirement for this Call-Off Contract are as per the Suppliers standard G Cloud standards.
Service level agreement:	The service level and availability criteria required for this Call-Off Contract are in the Suppliers Service Level Agreement, which is appended to this document.
Onboarding	The onboarding plan for this Call-Off Contract is N/A.
Offboarding	The offboarding plan for this Call-Off Contract is set out in the MHR standard terms and conditions for G-Cloud 12.
Collaboration agreement	N/A

<p>Limit on Parties' liability</p>	<p>The annual total liability of either Party for all Property Defaults will not exceed £10,000,000 (Ten Million Pounds).</p> <p>The annual total liability for Buyer Data Defaults will not exceed £1,000,000 (One Million Pounds).</p> <p>The annual total liability for all other Defaults will not exceed 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p>
<p>Insurance</p>	<p>The insurance(s) required will be:</p> <ul style="list-style-type: none"> • a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract • professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law). • employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law.
<p>Force majeure</p>	<p>A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 90 consecutive days.</p>

Audit	<p>The following Framework Agreement audit provisions will be incorporated under clause 2.1 of this Call-Off Contract to enable the Buyer to carry out audits.</p> <p>Clauses 7.4 to 7.13 of the Framework Agreement will apply.</p>
Buyer's responsibilities	<p>The Buyer is responsible for those points as detailed in the Call-Off Contract.</p>
Buyer's equipment	<p>The Buyer's equipment to be used with this Call-Off Contract includes – N/A.</p>

Supplier's information

Subcontractors or partners	<p>The following is a list of the Supplier's Subcontractors or Partners – N/A.</p>
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Call-Off Contract charges and payment

The Call-Off Contract charges and payment details are in the table below. See Schedule 2 for a full breakdown.

Payment method	The payment method for this Call-Off Contract is Direct Debit for recurring charges and BACS for anything else.
Payment profile	<p>The payment profile for this Call-Off Contract is:</p> <p>Initial charges payable on the Start Date</p> <p>Recurring annual charges quarterly in advance from the Start Date (Hosted iTrent Software).</p> <p>For third party products and MHR Assist, except for the LMS, annual charges payable in advance from the Start Date</p> <p>Professional Services payable monthly in arrears.</p> <p>For the LMS the following will apply; annual charges in advance from 1st January 2022.</p>
Invoice details	The Supplier will issue electronic invoices in line with the payment profile The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.
Who and where to send invoices to	Invoices will be sent to [REDACTED]
Invoice information required	All invoices must include a purchase order number.
Invoice frequency	Invoice will be sent to the Buyer in line with the payment profile.
Call-Off Contract value	The total value of this Call-Off Contract is £234,272.25 for the initial 24-month term. Value including extension £400,782.75

Call-Off Contract charges	The breakdown of the Charges is detailed in Schedule 2.
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Additional Buyer terms

Performance of the Service and Deliverables	N/A
Guarantee	N/A
Warranties, representations	N/A
Supplemental requirements in addition to the Call-Off terms	N/A
Alternative clauses	N/A






Buyer specific amendments to/refinements of the Call-Off Contract terms	N/A
Public Services Network (PSN)	N/A
Personal Data and Data Subjects	See Annex 1 of Schedule 7

1. Formation of contract

- 1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Call-Off Contract with the Buyer.
- 1.2 The Parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.
- 1.3 This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.
- 1.4 In cases of any ambiguity or conflict, the terms and conditions of the Call-Off Contract (Part B) and Order Form (Part A) will supersede those of the Supplier Terms and Conditions as per the order of precedence set out in clause 8.3 of the Framework Agreement.

2. Background to the agreement

- 2.1 The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.12.
- 2.2 The Buyer provided an Order Form for Services to the Supplier.

Signed	Supplier	Buyer
Name		
Title	Chairman	Finance Director
Signature		 
Date	Aug 23, 2021	Aug 23, 2021

Schedule 1: Services

The below Services are based on an employee count of 1,100 employees.

Hosted iTrent Modules

Product	Included
STANDARD HR MANAGEMENT	
Self Service	✓
Manager Self Service	✓
eSignatures	x
Mobile	✓
GDPR	✓
Organisation Charts	✓
Manager Dashboards	✓
Insight Builder	✓
Chatbot	✓
Offboarding	✓
HRM ADD-ONS:	
Languages	x
Onboarding	✓
Case Management	x
DVLA Vehicle Details	x
Survey Builder	✓
Development	✓
Performance:	
Performance Management	✓
Check Ins	✓
PAYROLL	
Legislation - UK	1,100
e-slips & e-P60	✓
Interactive Payslip	✓
GL Interface	✓
Timesheets and Expenses	✓
STATUTORY RETURNS	
Return – My CSP Interface	✓
ANALYTICS ADD-ONS:	
Report Pack - Absence	✓
Report Pack - Workforce	✓
Report Pack - Payroll	✓
Report Pack - Talent	✓
Report Pack - Audit	✓
Report Pack - Gender Pay Gap	✓
Report Pack – Payroll Validation	✓

MHR HRO Services

As per the appended Service Level Agreement – Partially Managed Service & Hosted Cloud Service SLA_V2.9_ACAS.

- Partially Managed Payroll Service
- My CSP Pension Report
- Cloud Hosting Services

MHR Analytics

- iTrent Universe (including 1 Business Objects Named User)
- 5 Business Objects Concurrent Access Licences
- LMS for up to 1,100 learners

Professional Services

Implementation Support

Report Packs installation and knowledge transfer – 6 Days

Onboarding module, advice and guidance configuration and knowledge transfer – 4 Days

Survey Builder module, advance and guidance configuration and knowledge transfer – 2 Days

Interactive Payslips, advice and guidance support – 1 Day

iTrent LMS – Fixed Price implementation

MHR Assist

Provides 10 hours of ad hoc consultancy over a 12 month period. For full terms of use see the MHR Assist Service Level Agreement [here](#)

The Buyer's purchased MHR Assist hours shall auto-renew to the original amount on the anniversary of their purchase.

Nominated employees approved by the Buyer to raise work requests with the MHR Assist Service.

Name	Job Title	Department	Email Address
TBC Post Signature			

Schedule 2: Call-Off Contract charges

For each individual Service, the applicable Call-Off Contract Charges (in accordance with the Supplier's Digital Marketplace pricing document) can't be amended during the term of the Call-Off Contract. The detailed Charges breakdown for the provision of Services during the Term will include:

	Initial	Annual		Year 1	Year 2
Initial Charge	████████	-		████████	-
HRM	-	████████		████████	████████
Payroll	-	████████		████████	████████
Development	-	████████		████████	████████
Onboarding	-	████████		████████	████████
Survey Builder	-	████████		████████	████████
Performance Mgt	-	████████		████████	████████
Interactive Payslips	████████	████████		████████	████████
MY CSP	-	████████		████████	████████
Managed Payroll	-	████████		████████	████████
MHR Assist	-	████████		████████	████████
iTrent Universe	████████	████████		████████	████████
BO – 5 x CAL	████████	████████		████████	████████
BO – 1 x NUL	████████	████████		████████	████████
BO Report Packs					
All seven	████████	████████		████████	████████
iTrent LMS*	-	████████		████████	████████
Implementation					
Report Packs	████████0	-		████████	-
Onboarding	████████	-		████████	-
Survey Builder	████████	-		████████	-
Interactive Payslips	████████	-		████████	-
iTrent LMS*	████████	-		████████	-
TOTAL	████████	████████		████████	████████

*iTrent LMS – Implementation and Charges to apply from 1st January 2022 as detailed in the Payment Profile on Page 9.

Optional years 3 and 4 are the same cost breakdown as year 2.

Customer Benefits

For each Call-Off Contract please complete a customer benefits record, by following this link;

[G-Cloud 12 Customer Benefits Record](#)

Part B: Terms and conditions

1. Call-Off Contract Start date and length

- 1.1 The Supplier must start providing the Services on the date specified in the Order Form.
- 1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 24 months from the Start date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.
- 1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, provided that this is within the maximum permitted under the Framework Agreement of 2 periods of up to 12 months each.
- 1.4 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to extend the contract beyond 24 months.

2. Incorporation of terms

- 2.1 The following Framework Agreement clauses (including clauses and defined terms referenced by them) as modified under clause 2.2 are incorporated as separate Call-Off Contract obligations and apply between the Supplier and the Buyer:

- 4.1 (Warranties and representations)
- 4.2 to 4.7 (Liability)
- 4.11 to 4.12 (IR35)
- 5.4 to 5.5 (Force majeure)
- 5.8 (Continuing rights)
- 5.9 to 5.11 (Change of control)
- 5.12 (Fraud)
- 5.13 (Notice of fraud)
- 7.1 to 7.2 (Transparency)
- 8.3 (Order of precedence)
- 8.6 (Relationship)
- 8.9 to 8.11 (Entire agreement)
- 8.12 (Law and jurisdiction)
- 8.13 to 8.14 (Legislative change)
- 8.15 to 8.19 (Bribery and corruption)
- 8.20 to 8.29 (Freedom of Information Act)
- 8.30 to 8.31 (Promoting tax compliance)
- 8.32 to 8.33 (Official Secrets Act)
- 8.34 to 8.37 (Transfer and subcontracting)
- 8.40 to 8.43 (Complaints handling and resolution)
- 8.44 to 8.50 (Conflicts of interest and ethical walls)
- 8.51 to 8.53 (Publicity and branding)
- 8.54 to 8.56 (Equality and diversity)

- 8.59 to 8.60 (Data protection)
- 8.64 to 8.65 (Severability)
- 8.66 to 8.69 (Managing disputes and Mediation)
- 8.80 to 8.88 (Confidentiality)
- 8.89 to 8.90 (Waiver and cumulative remedies)
- 8.91 to 8.101 (Corporate Social Responsibility)
- paragraphs 1 to 10 of the Framework Agreement glossary and interpretation
- any audit provisions from the Framework Agreement set out by the Buyer in the Order Form

2.2 The Framework Agreement provisions in clause 2.1 will be modified as follows:

2.2.1 a reference to the 'Framework Agreement' will be a reference to the 'Call-Off Contract'

2.2.2 a reference to 'CCS' will be a reference to 'the Buyer'

2.2.3 a reference to the 'Parties' and a 'Party' will be a reference to the Buyer and Supplier as Parties under this Call-Off Contract

2.3 The Parties acknowledge that they are required to complete the applicable Annexes contained in Schedule 4 (Processing Data) of the Framework Agreement for the purposes of this Call-Off Contract. The applicable Annexes being reproduced at Schedule 7 of this Call-Off Contract.

2.4 The Framework Agreement incorporated clauses will be referred to as incorporated Framework clause 'XX', where 'XX' is the Framework Agreement clause number.

2.5 When an Order Form is signed, the terms and conditions agreed in it will be incorporated into this Call-Off Contract.

3. Supply of services

3.1 The Supplier agrees to supply the G-Cloud Services and any Additional Services under the terms of the Call-Off Contract and the Supplier's Application.

3.2 The Supplier undertakes that each G-Cloud Service will meet the Buyer's acceptance criteria, as defined in the Order Form.

4. Supplier staff

4.1 The Supplier Staff must:

4.1.1 be appropriately experienced, qualified and trained to supply the Services

4.1.2 apply all due skill, care and diligence in faithfully performing those duties

4.1.3 obey all lawful instructions and reasonable directions of the Buyer and provide the Services to the reasonable satisfaction of the Buyer

- 4.1.4 respond to any enquiries about the Services as soon as reasonably possible
- 4.1.5 complete any necessary Supplier Staff vetting as specified by the Buyer
- 4.2 The Supplier must retain overall control of the Supplier Staff so that they are not considered to be employees, workers, agents or contractors of the Buyer.
- 4.3 The Supplier may substitute any Supplier Staff as long as they have the equivalent experience and qualifications to the substituted staff member.
- 4.4 The Buyer may conduct IR35 Assessments using the ESI tool to assess whether the Supplier's engagement under the Call-Off Contract is Inside or Outside IR35.
- 4.5 The Buyer may End this Call-Off Contract for Material Breach as per clause 18.5 hereunder if the Supplier is delivering the Services Inside IR35.
- 4.6 The Buyer may need the Supplier to complete an Indicative Test using the ESI tool before the Start date or at any time during the provision of Services to provide a preliminary view of whether the Services are being delivered Inside or Outside IR35. If the Supplier has completed the Indicative Test, it must download and provide a copy of the PDF with the 14-digit ESI reference number from the summary outcome screen and promptly provide a copy to the Buyer.
- 4.7 If the Indicative Test indicates the delivery of the Services could potentially be Inside IR35, the Supplier must provide the Buyer with all relevant information needed to enable the Buyer to conduct its own IR35 Assessment.
- 4.8 If it is determined by the Buyer that the Supplier is Outside IR35, the Buyer will provide the ESI reference number and a copy of the PDF to the Supplier.

5. Due diligence

- 5.1 Both Parties agree that when entering into a Call-Off Contract they:
 - 5.1.1 have made their own enquiries and are satisfied by the accuracy of any information supplied by the other Party
 - 5.1.2 are confident that they can fulfil their obligations according to the Call-Off Contract terms
 - 5.1.3 have raised all due diligence questions before signing the Call-Off Contract
 - 5.1.4 have entered into the Call-Off Contract relying on its own due diligence

6. Business continuity and disaster recovery

- 6.1 The Supplier will have a clear business continuity and disaster recovery plan in their service descriptions.
- 6.2 The Supplier's business continuity and disaster recovery services are part of the Services and will be performed by the Supplier when required.
- 6.3 If requested by the Buyer prior to entering into this Call-Off Contract, the Supplier must ensure that its business continuity and disaster recovery plan is consistent with the Buyer's own plans.

7. Payment, VAT and Call-Off Contract charges

- 7.1 The Buyer must pay the Charges following clauses 7.2 to 7.11 for the Supplier's delivery of the Services.
- 7.2 The Buyer will pay the Supplier within the number of days specified in the Order Form on receipt of a valid invoice.
- 7.3 The Call-Off Contract Charges include all Charges for payment Processing. All invoices submitted to the Buyer for the Services will be exclusive of any Management Charge.
- 7.4 If specified in the Order Form, the Supplier will accept payment for G-Cloud Services by the Government Procurement Card (GPC). The Supplier will be liable to pay any merchant fee levied for using the GPC and must not recover this charge from the Buyer.
- 7.5 The Supplier must ensure that each invoice contains a detailed breakdown of the G-Cloud Services supplied. The Buyer may request the Supplier provides further documentation to substantiate the invoice.
- 7.6 If the Supplier enters into a Subcontract it must ensure that a provision is included in each Subcontract which specifies that payment must be made to the Subcontractor within 30 days of receipt of a valid invoice.
- 7.7 All Charges payable by the Buyer to the Supplier will include VAT at the appropriate Rate.
- 7.8 The Supplier must add VAT to the Charges at the appropriate rate with visibility of the amount as a separate line item.
- 7.9 The Supplier will indemnify the Buyer on demand against any liability arising from the Supplier's failure to account for or to pay any VAT on payments made to the Supplier under this Call-Off Contract. The Supplier must pay all sums to the Buyer at least 5 Working Days before the date on which the tax or other liability is payable by the Buyer.
- 7.10 The Supplier must not suspend the supply of the G-Cloud Services unless the Supplier is entitled to End this Call-Off Contract under clause 18.6 for Buyer's failure to pay undisputed sums of money. Interest will be payable by the Buyer on the late payment of any undisputed sums of money properly invoiced under the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.11 If there's an invoice dispute, the Buyer must pay the undisputed portion of the amount and return the invoice within 10 Working Days of the invoice date. The Buyer will provide a covering statement with proposed amendments and the reason for any non-payment. The Supplier must notify the Buyer within 10 Working Days of receipt of the returned invoice if it accepts the amendments. If it does then the Supplier must provide a replacement valid invoice with the response.

7.12 Due to the nature of G-Cloud Services it isn't possible in a static Order Form to exactly define the consumption of services over the duration of the Call-Off Contract. The Supplier agrees that the Buyer's volumes indicated in the Order Form are indicative only.

8. Recovery of sums due and right of set-off

8.1 If a Supplier owes money to the Buyer, the Buyer may deduct that sum from the Call-Off Contract Charges.

9. Insurance

9.1 The Supplier will maintain the insurances required by the Buyer including those in this clause.

9.2 The Supplier will ensure that:

9.2.1 during this Call-Off Contract, Subcontractors hold third party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including the claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £1,000,000

9.2.2 the third-party public and products liability insurance contains an 'indemnity to principals' clause for the Buyer's benefit

9.2.3 all agents and professional consultants involved in the Services hold professional indemnity insurance to a minimum indemnity of £1,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date

9.2.4 all agents and professional consultants involved in the Services hold employers liability insurance (except where exempt under Law) to a minimum indemnity of £5,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date

9.3 If requested by the Buyer, the Supplier will obtain additional insurance policies, or extend existing policies bought under the Framework Agreement.

9.4 If requested by the Buyer, the Supplier will provide the following to show compliance with this clause:

9.4.1 a broker's verification of insurance

9.4.2 receipts for the insurance premium

9.4.3 evidence of payment of the latest premiums due

- 9.5 Insurance will not relieve the Supplier of any liabilities under the Framework Agreement or this Call-Off Contract and the Supplier will:
- 9.5.1 take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers
 - 9.5.2 promptly notify the insurers in writing of any relevant material fact under any Insurances
 - 9.5.3 hold all insurance policies and require any broker arranging the insurance to hold any insurance slips and other evidence of insurance
- 9.6 The Supplier will not do or omit to do anything, which would destroy or impair the legal validity of the insurance.
- 9.7 The Supplier will notify CCS and the Buyer as soon as possible if any insurance policies have been, or are due to be, cancelled, suspended, Ended or not renewed.
- 9.8 The Supplier will be liable for the payment of any:
- 9.8.1 premiums, which it will pay promptly
 - 9.8.2 excess or deductibles and will not be entitled to recover this from the Buyer

10. Confidentiality

- 10.1 Subject to clause 24.1 the Supplier must during and after the Term keep the Buyer fully indemnified against all Losses, damages, costs or expenses and other liabilities (including legal fees) arising from any breach of the Supplier's obligations under the Data Protection Legislation or under incorporated Framework Agreement clauses 8.80 to 8.88. The indemnity doesn't apply to the extent that the Supplier breach is due to a Buyer's instruction.

11. Intellectual Property Rights

- 11.1 Unless otherwise specified in this Call-Off Contract, a Party will not acquire any right, title or interest in or to the Intellectual Property Rights (IPRs) of the other Party or its Licensors.
- 11.2 The Supplier grants the Buyer a non-exclusive, transferable, perpetual, irrevocable, royalty-free licence to use the Project Specific IPRs and any Background IPRs embedded within the Project Specific IPRs for the Buyer's ordinary business activities.
- 11.3 The Supplier must obtain the grant of any third-party IPRs and Background IPRs so the Buyer can enjoy full use of the Project Specific IPRs, including the Buyer's right to publish the IPR as open source.
- 11.4 The Supplier must promptly inform the Buyer if it can't comply with the clause above and the Supplier must not use third-party IPRs or Background IPRs in relation to the Project Specific IPRs if it can't obtain the grant of a licence acceptable to the Buyer.

- 11.5 The Supplier will, on written demand, fully indemnify the Buyer and the Crown for all Losses which it may incur at any time from any claim of infringement or alleged infringement of a third party's IPRs because of the:
- 11.5.1 rights granted to the Buyer under this Call-Off Contract
 - 11.5.2 Supplier's performance of the Services
 - 11.5.3 use by the Buyer of the Services
- 11.6 If an IPR Claim is made, or is likely to be made, the Supplier will immediately notify the Buyer in writing and must at its own expense after written approval from the Buyer, either:
- 11.6.1 modify the relevant part of the Services without reducing its functionality or performance
 - 11.6.2 substitute Services of equivalent functionality and performance, to avoid the infringement or the alleged infringement, as long as there is no additional cost or burden to the Buyer
 - 11.6.3 buy a licence to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Buyer
- 11.7 Clause 11.5 will not apply if the IPR Claim is from:
- 11.7.2 the use of data supplied by the Buyer which the Supplier isn't required to verify under this Call-Off Contract
 - 11.7.3 other material provided by the Buyer necessary for the Services
- 11.8 If the Supplier does not comply with clauses 11.2 to 11.6, the Buyer may End this Call-Off Contract for Material Breach. The Supplier will, on demand, refund the Buyer all the money paid for the affected Services.

12. Protection of information

- 12.1 The Supplier must:
- 12.1.1 comply with the Buyer's written instructions and this Call-Off Contract when Processing Buyer Personal Data
 - 12.1.2 only Process the Buyer Personal Data as necessary for the provision of the G-Cloud Services or as required by Law or any Regulatory Body
 - 12.1.3 take reasonable steps to ensure that any Supplier Staff who have access to Buyer Personal Data act in compliance with Supplier's security processes

- 12.2 The Supplier must fully assist with any complaint or request for Buyer Personal Data including by:
- 12.2.1 providing the Buyer with full details of the complaint or request
 - 12.2.2 complying with a data access request within the timescales in the Data Protection Legislation and following the Buyer's instructions
 - 12.2.3 providing the Buyer with any Buyer Personal Data it holds about a Data Subject (within the timescales required by the Buyer)
 - 12.2.4 providing the Buyer with any information requested by the Data Subject
- 12.3 The Supplier must get prior written consent from the Buyer to transfer Buyer Personal Data to any other person (including any Subcontractors) for the provision of the G-Cloud Services.

13. Buyer data

- 13.1 The Supplier must not remove any proprietary notices in the Buyer Data.
- 13.2 The Supplier will not store or use Buyer Data except if necessary to fulfil its obligations.
- 13.3 If Buyer Data is processed by the Supplier, the Supplier will supply the data to the Buyer as requested.
- 13.4 The Supplier must ensure that any Supplier system that holds any Buyer Data is a secure system that complies with the Supplier's and Buyer's security policies and all Buyer requirements in the Order Form.
- 13.5 The Supplier will preserve the integrity of Buyer Data processed by the Supplier and prevent its corruption and loss.
- 13.6 The Supplier will ensure that any Supplier system which holds any protectively marked Buyer Data or other government data will comply with:
- 13.6.1 the principles in the Security Policy Framework:
<https://www.gov.uk/government/publications/security-policy-framework> and the Government Security Classification policy:
<https://www.gov.uk/government/publications/government-security-classifications>
 - 13.6.2 guidance issued by the Centre for Protection of National Infrastructure on Risk Management:
<https://www.cpni.gov.uk/content/adopt-risk-management-approach> and Protection of Sensitive Information and Assets:
<https://www.cpni.gov.uk/protection-sensitive-information-and-assets>

13.6.3 the National Cyber Security Centre's (NCSC) information risk management guidance:

<https://www.ncsc.gov.uk/collection/risk-management-collection>

13.6.4 government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint:

<https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>

13.6.5 the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance:

<https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>

13.6.6 buyer requirements in respect of AI ethical standards.

13.7 The Buyer will specify any security requirements for this project in the Order Form.

13.8 If the Supplier suspects that the Buyer Data has or may become corrupted, lost, breached or significantly degraded in any way for any reason, then the Supplier will notify the Buyer immediately and will (at its own cost if corruption, loss, breach or degradation of the Buyer Data was caused by the action or omission of the Supplier) comply with any remedial action reasonably proposed by the Buyer.

13.9 The Supplier agrees to use the appropriate organisational, operational and technological processes to keep the Buyer Data safe from unauthorised use or access, loss, destruction, theft or disclosure.

13.10 The provisions of this clause 13 will apply during the term of this Call-Off Contract and for as long as the Supplier holds the Buyer's Data.

14. Standards and quality

14.1 The Supplier will comply with any standards in this Call-Off Contract, the Order Form and the Framework Agreement.

14.2 The Supplier will deliver the Services in a way that enables the Buyer to comply with its obligations under the Technology Code of Practice, which is at:

<https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>

14.3 If requested by the Buyer, the Supplier must, at its own cost, ensure that the G-Cloud Services comply with the requirements in the PSN Code of Practice.

14.4 If any PSN Services are Subcontracted by the Supplier, the Supplier must ensure that the services have the relevant PSN compliance certification.

- 14.5 The Supplier must immediately disconnect its G-Cloud Services from the PSN if the PSN Authority considers there is a risk to the PSN's security and the Supplier agrees that the Buyer and the PSN Authority will not be liable for any actions, damages, costs, and any other Supplier liabilities which may arise.

15. Open source

- 15.1 All software created for the Buyer must be suitable for publication as open source, unless otherwise agreed by the Buyer.
- 15.2 If software needs to be converted before publication as open source, the Supplier must also provide the converted format unless otherwise agreed by the Buyer.

16. Security

- 16.1 If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the Buyer's written approval of) a Security Management Plan and an Information Security Management System. After Buyer approval the Security Management Plan and Information Security Management System will apply during the Term of this Call-Off Contract. Both plans will comply with the Buyer's security policy and protect all aspects and processes associated with the delivery of the Services.
- 16.2 The Supplier will use all reasonable endeavours, software and the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of Malicious Software.
- 16.3 If Malicious Software causes loss of operational efficiency or loss or corruption of Service Data, the Supplier will help the Buyer to mitigate any losses and restore the Services to operating efficiency as soon as possible.
- 16.4 Responsibility for costs will be at the:
- 16.4.1 Supplier's expense if the Malicious Software originates from the Supplier software or the Service Data while the Service Data was under the control of the Supplier, unless the Supplier can demonstrate that it was already present, not quarantined or identified by the Buyer when provided
- 16.4.2 Buyer's expense if the Malicious Software originates from the Buyer software or the Service Data, while the Service Data was under the Buyer's control
- 16.5 The Supplier will immediately notify the Buyer of any breach of security of Buyer's Confidential Information (and the Buyer of any Buyer Confidential Information breach). Where the breach occurred because of a Supplier Default, the Supplier will recover the Buyer's Confidential Information however it may be recorded.

16.6 Any system development by the Supplier should also comply with the government's '10 Steps to Cyber Security' guidance:
<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>

16.7 If a Buyer has requested in the Order Form that the Supplier has a Cyber Essentials certificate, the Supplier must provide the Buyer with a valid Cyber Essentials certificate (or equivalent) required for the Services before the Start date.

17. Guarantee

17.1 If this Call-Off Contract is conditional on receipt of a Guarantee that is acceptable to the Buyer, the Supplier must give the Buyer on or before the Start date:

17.1.1 an executed Guarantee in the form at Schedule 5

17.1.2 a certified copy of the passed resolution or board minutes of the guarantor approving the execution of the Guarantee

18. Ending the Call-Off Contract

18.1 The Buyer can End this Call-Off Contract at any time by giving 30 days' written notice to the Supplier, unless a shorter period is specified in the Order Form. The Supplier's obligation to provide the Services will end on the date in the notice.

18.2 The Parties agree that the:

18.2.1 Buyer's right to End the Call-Off Contract under clause 18.1 is reasonable considering the type of cloud Service being provided

18.2.2 Call-Off Contract Charges paid during the notice period is reasonable compensation and covers all the Supplier's avoidable costs or Losses

18.3 Subject to clause 24 (Liability), if the Buyer Ends this Call-Off Contract under clause 18.1, it will indemnify the Supplier against any commitments, liabilities or expenditure which result in any unavoidable Loss by the Supplier, provided that the Supplier takes all reasonable steps to mitigate the Loss. If the Supplier has insurance, the Supplier will reduce its unavoidable costs by any insurance sums available. The Supplier will submit a fully itemised and costed list of the unavoidable Loss with supporting evidence.

18.4 The Buyer will have the right to End this Call-Off Contract at any time with immediate effect by written notice to the Supplier if either the Supplier commits:

18.4.1 a Supplier Default and if the Supplier Default cannot, in the reasonable opinion of the Buyer, be remedied

18.4.2 any fraud

18.5 A Party can End this Call-Off Contract at any time with immediate effect by written notice if:

- 18.5.1 the other Party commits a Material Breach of any term of this Call-Off Contract (other than failure to pay any amounts due) and, if that breach is remediable, fails to remedy it within 15 Working Days of being notified in writing to do so
- 18.5.2 an Insolvency Event of the other Party happens
- 18.5.3 the other Party ceases or threatens to cease to carry on the whole or any material part of its business
- 18.6 If the Buyer fails to pay the Supplier undisputed sums of money when due, the Supplier must notify the Buyer and allow the Buyer 5 Working Days to pay. If the Buyer doesn't pay within 5 Working Days, the Supplier may End this Call-Off Contract by giving the length of notice in the Order Form.
- 18.7 A Party who isn't relying on a Force Majeure event will have the right to End this Call-Off Contract if clause 23.1 applies.
19. Consequences of suspension, ending and expiry
- 19.1 If a Buyer has the right to End a Call-Off Contract, it may elect to suspend this Call-Off Contract or any part of it.
- 19.2 Even if a notice has been served to End this Call-Off Contract or any part of it, the Supplier must continue to provide the Ordered G-Cloud Services until the dates set out in the notice.
- 19.3 The rights and obligations of the Parties will cease on the Expiry Date or End Date (whichever applies) of this Call-Off Contract, except those continuing provisions described in clause 19.4.
- 19.4 Ending or expiry of this Call-Off Contract will not affect:
- 19.4.1 any rights, remedies or obligations accrued before its Ending or expiration
- 19.4.2 the right of either Party to recover any amount outstanding at the time of Ending or expiry
- 19.4.3 the continuing rights, remedies or obligations of the Buyer or the Supplier under clauses
- 7 (Payment, VAT and Call-Off Contract charges)
 - 8 (Recovery of sums due and right of set-off)
 - 9 (Insurance)
 - 10 (Confidentiality)
 - 11 (Intellectual property rights)
 - 12 (Protection of information)
 - 13 (Buyer data)
 - 19 (Consequences of suspension, ending and expiry)
 - 24 (Liability); incorporated Framework Agreement clauses: 4.2 to 4.7 (Liability)

- 8.44 to 8.50 (Conflicts of interest and ethical walls)
- 8.89 to 8.90 (Waiver and cumulative remedies)

19.4.4 any other provision of the Framework Agreement or this Call-Off Contract which expressly or by implication is in force even if it Ends or expires

19.5 At the end of the Call-Off Contract Term, the Supplier must promptly:

19.5.1 return all Buyer Data including all copies of Buyer software, code and any other software licensed by the Buyer to the Supplier under it

19.5.2 return any materials created by the Supplier under this Call-Off Contract if the IPRs are owned by the Buyer

19.5.3 stop using the Buyer Data and, at the direction of the Buyer, provide the Buyer with a complete and uncorrupted version in electronic form in the formats and on media agreed with the Buyer

19.5.4 destroy all copies of the Buyer Data when they receive the Buyer's written instructions to do so or 12 calendar months after the End or Expiry Date, and provide written confirmation to the Buyer that the data has been securely destroyed, except if the retention of Buyer Data is required by Law

19.5.5 work with the Buyer on any ongoing work

19.5.6 return any sums prepaid for Services which have not been delivered to the Buyer, within 10 Working Days of the End or Expiry Date

19.6 Each Party will return all of the other Party's Confidential Information and confirm this has been done, unless there is a legal requirement to keep it or this Call-Off Contract states otherwise.

19.7 All licences, leases and authorisations granted by the Buyer to the Supplier will cease at the end of the Call-Off Contract Term without the need for the Buyer to serve notice except if this Call-Off Contract states otherwise.

20. Notices

20.1 Any notices sent must be in writing. For the purpose of this clause, an email is accepted as being 'in writing'.

- Manner of delivery: email
- Deemed time of delivery: 9am on the first Working Day after sending
- Proof of service: Sent in an emailed letter in PDF format to the correct email address without any error message

- 20.2 This clause does not apply to any legal action or other method of dispute resolution which should be sent to the addresses in the Order Form (other than a dispute notice under this Call-Off Contract).

21. Exit plan

- 21.1 The Supplier must provide an exit plan in its Application which ensures continuity of service and the Supplier will follow it.
- 21.2 When requested, the Supplier will help the Buyer to migrate the Services to a replacement supplier in line with the exit plan. This will be at the Supplier's own expense if the Call-Off Contract Ended before the Expiry Date due to Supplier cause.
- 21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 24 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 18 month anniversary of the Start date.
- 21.4 The Supplier must ensure that the additional exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.
- 21.5 Before submitting the additional exit plan to the Buyer for approval, the Supplier will work with the Buyer to ensure that the additional exit plan is aligned with the Buyer's own exit plan and strategy.
- 21.6 The Supplier acknowledges that the Buyer's right to extend the Term beyond 24 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from GDS under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:
- 21.6.1 the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the extension period on terms that are commercially reasonable and acceptable to the Buyer
 - 21.6.2 there will be no adverse impact on service continuity
 - 21.6.3 there is no vendor lock-in to the Supplier's Service at exit
 - 21.6.4 it enables the Buyer to meet its obligations under the Technology Code Of Practice
- 21.7 If approval is obtained by the Buyer to extend the Term, then the Supplier will comply with its obligations in the additional exit plan.
- 21.8 The additional exit plan must set out full details of timescales, activities and roles and responsibilities of the Parties for:

- 21.8.1 the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from the Supplier
- 21.8.2 the strategy for exportation and migration of Buyer Data from the Supplier system to the Buyer or a replacement supplier, including conversion to open standards or other standards required by the Buyer
- 21.8.3 the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier
- 21.8.4 the testing and assurance strategy for exported Buyer Data
- 21.8.5 if relevant, TUPE-related activity to comply with the TUPE regulations
- 21.8.6 any other activities and information which is reasonably required to ensure continuity of Service during the exit period and an orderly transition

22. Handover to replacement supplier

- 22.1 At least 10 Working Days before the Expiry Date or End Date, the Supplier must provide any:
 - 22.1.1 data (including Buyer Data), Buyer Personal Data and Buyer Confidential Information in the Supplier's possession, power or control
 - 22.1.2 other information reasonably requested by the Buyer
- 22.2 On reasonable notice at any point during the Term, the Supplier will provide any information and data about the G-Cloud Services reasonably requested by the Buyer (including information on volumes, usage, technical aspects, service performance and staffing). This will help the Buyer understand how the Services have been provided and to run a fair competition for a new supplier.
- 22.3 This information must be accurate and complete in all material respects and the level of detail must be sufficient to reasonably enable a third party to prepare an informed offer for replacement services and not be unfairly disadvantaged compared to the Supplier in the buying process.

23. Force majeure

- 23.1 If a Force Majeure event prevents a Party from performing its obligations under this Call-Off Contract for more than the number of consecutive days set out in the Order Form, the other Party may End this Call-Off Contract with immediate effect by written notice.

24. Liability

- 24.1 Subject to incorporated Framework Agreement clauses 4.2 to 4.7, each Party's Yearly total liability for Defaults under or in connection with this Call-Off Contract (whether expressed as an indemnity or otherwise) will be set as follows:
- 24.1.1 Property: for all Defaults by either party resulting in direct loss to the property (including technical infrastructure, assets, IPR or equipment but excluding any loss or damage to Buyer Data) of the other Party, will not exceed the amount in the Order Form
 - 24.1.2 Buyer Data: for all Defaults by the Supplier resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data, will not exceed the amount in the Order Form
 - 24.1.3 Other Defaults: for all other Defaults by either party, claims, Losses or damages, whether arising from breach of contract, misrepresentation (whether under common law or statute), tort (including negligence), breach of statutory duty or otherwise will not exceed the amount in the Order Form.

25. Premises

- 25.1 If either Party uses the other Party's premises, that Party is liable for all loss or damage it causes to the premises. It is responsible for repairing any damage to the premises or any objects on the premises, other than fair wear and tear.
- 25.2 The Supplier will use the Buyer's premises solely for the performance of its obligations under this Call-Off Contract.
- 25.3 The Supplier will vacate the Buyer's premises when the Call-Off Contract Ends or expires.
- 25.4 This clause does not create a tenancy or exclusive right of occupation.
- 25.5 While on the Buyer's premises, the Supplier will:
- 25.5.1 comply with any security requirements at the premises and not do anything to weaken the security of the premises
 - 25.5.2 comply with Buyer requirements for the conduct of personnel
 - 25.5.3 comply with any health and safety measures implemented by the Buyer
 - 25.5.4 immediately notify the Buyer of any incident on the premises that causes any damage to Property which could cause personal injury
- 25.6 The Supplier will ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Buyer on request.

26. Equipment

- 26.1 The Supplier is responsible for providing any Equipment which the Supplier requires to provide the Services.
- 26.2 Any Equipment brought onto the premises will be at the Supplier's own risk and the Buyer will have no liability for any loss of, or damage to, any Equipment.
- 26.3 When the Call-Off Contract Ends or expires, the Supplier will remove the Equipment and any other materials leaving the premises in a safe and clean condition.

27. The Contracts (Rights of Third Parties) Act 1999

- 27.1 Except as specified in clause 29.8, a person who isn't Party to this Call-Off Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. This does not affect any right or remedy of any person which exists or is available otherwise.

28. Environmental requirements

- 28.1 The Buyer will provide a copy of its environmental policy to the Supplier on request, which the Supplier will comply with.
- 28.2 The Supplier must provide reasonable support to enable Buyers to work in an environmentally friendly way, for example by helping them recycle or lower their carbon footprint.

29. The Employment Regulations (TUPE)

- 29.1 The Supplier agrees that if the Employment Regulations apply to this Call-Off Contract on the Start date then it must comply with its obligations under the Employment Regulations and (if applicable) New Fair Deal (including entering into an Admission Agreement) and will indemnify the Buyer or any Former Supplier for any loss arising from any failure to comply.
- 29.2 Twelve months before this Call-Off Contract expires, or after the Buyer has given notice to End it, and within 28 days of the Buyer's request, the Supplier will fully and accurately disclose to the Buyer all staff information including, but not limited to, the total number of staff assigned for the purposes of TUPE to the Services. For each person identified the Supplier must provide details of:
 - 29.2.1 the activities they perform
 - 29.2.2 age
 - 29.2.3 start date
 - 29.2.4 place of work
 - 29.2.5 notice period
 - 29.2.6 redundancy payment entitlement

- 29.2.7 salary, benefits and pension entitlements
- 29.2.8 employment status
- 29.2.9 identity of employer
- 29.2.10 working arrangements
- 29.2.11 outstanding liabilities
- 29.2.12 sickness absence
- 29.2.13 copies of all relevant employment contracts and related documents
- 29.2.14 all information required under regulation 11 of TUPE or as reasonably requested by the Buyer

- 29.3 The Supplier warrants the accuracy of the information provided under this TUPE clause and will notify the Buyer of any changes to the amended information as soon as reasonably possible. The Supplier will permit the Buyer to use and disclose the information to any prospective Replacement Supplier.
- 29.4 In the 12 months before the expiry of this Call-Off Contract, the Supplier will not change the identity and number of staff assigned to the Services (unless reasonably requested by the Buyer) or their terms and conditions, other than in the ordinary course of business.
- 29.5 The Supplier will co-operate with the re-tendering of this Call-Off Contract by allowing the Replacement Supplier to communicate with and meet the affected employees or their representatives.
- 29.6 The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both:
 - 29.6.1 its failure to comply with the provisions of this clause
 - 29.6.2 any claim by any employee or person claiming to be an employee (or their employee representative) of the Supplier which arises or is alleged to arise from any act or omission by the Supplier on or before the date of the Relevant Transfer
- 29.7 The provisions of this clause apply during the Term of this Call-Off Contract and indefinitely after it Ends or expires.
- 29.8 For these TUPE clauses, the relevant third party will be able to enforce its rights under this clause but their consent will not be required to vary these clauses as the Buyer and Supplier may agree.

30. Additional G-Cloud services

- 30.1 The Buyer may require the Supplier to provide Additional Services. The Buyer doesn't have to buy any Additional Services from the Supplier and can buy services that are the same as or similar to the Additional Services from any third party.
- 30.2 If reasonably requested to do so by the Buyer in the Order Form, the Supplier must provide and monitor performance of the Additional Services using an Implementation Plan.

31. Collaboration

- 31.1 If the Buyer has specified in the Order Form that it requires the Supplier to enter into a Collaboration Agreement, the Supplier must give the Buyer an executed Collaboration Agreement before the Start date.
- 31.2 In addition to any obligations under the Collaboration Agreement, the Supplier must:
 - 31.2.1 work proactively and in good faith with each of the Buyer's contractors
 - 31.2.2 co-operate and share information with the Buyer's contractors to enable the efficient operation of the Buyer's ICT services and G-Cloud Services

32. Variation process

- 32.1 The Buyer can request in writing a change to this Call-Off Contract if it isn't a material change to the Framework Agreement/or this Call-Off Contract. Once implemented, it is called a Variation.
- 32.2 The Supplier must notify the Buyer immediately in writing of any proposed changes to their G-Cloud Services or their delivery by submitting a Variation request. This includes any changes in the Supplier's supply chain.
- 32.3 If Either Party can't agree to or provide the Variation, the Buyer may agree to continue performing its obligations under this Call-Off Contract without the Variation, or End this Call-Off Contract by giving 30 days notice to the Supplier.

33. Data Protection Legislation (GDPR)

- 33.1 Pursuant to clause 2.1 and for the avoidance of doubt, clauses 8.59 and 8.60 of the Framework Agreement are incorporated into this Call-Off Contract. For reference, the appropriate GDPR templates which are required to be completed in accordance with clauses 8.59 and 8.60 are reproduced in this Call-Off Contract document at schedule 7.

Schedule 3: Collaboration agreement – N/A

Schedule 4: Alternative clauses

1. Introduction

1.1 This Schedule specifies the alternative clauses that may be requested in the Order Form and, if requested in the Order Form, will apply to this Call-Off Contract.

2. Clauses selected

2.1 The Customer may, in the Order Form, request the following alternative Clauses:

2.1.1 Scots Law and Jurisdiction

2.1.2 References to England and Wales in incorporated Framework Agreement clause 8.12 (Law and Jurisdiction) of this Call-Off Contract will be replaced with Scotland and the wording of the Framework Agreement and Call-Off Contract will be interpreted as closely as possible to the original English and Welsh Law intention despite Scots Law applying.

2.1.3 Reference to England and Wales in Working Days definition within the Glossary and interpretations section will be replaced with Scotland.

2.1.4 References to the Contracts (Rights of Third Parties) Act 1999 will be removed in clause 27.1. Reference to the Freedom of Information Act 2000 within the defined terms for 'FoIA/Freedom of Information Act' to be replaced with Freedom of Information (Scotland) Act 2002.

2.1.5 Reference to the Supply of Goods and Services Act 1982 will be removed in incorporated Framework Agreement clause 4.2.

2.1.6 References to "tort" will be replaced with "delict" throughout

2.2 The Customer may, in the Order Form, request the following Alternative Clauses:

2.2.1 Northern Ireland Law (see paragraph 2.3, 2.4, 2.5, 2.6 and 2.7 of this Schedule)

2.3 Discrimination

2.3.1 The Supplier will comply with all applicable fair employment, equality of treatment and anti-discrimination legislation, including, in particular the:

- Employment (Northern Ireland) Order 2002

- Fair Employment and Treatment (Northern Ireland) Order 1998
- Sex Discrimination (Northern Ireland) Order 1976 and 1988
- Employment Equality (Sexual Orientation) Regulations (Northern Ireland) 2003
- Equal Pay Act (Northern Ireland) 1970
- Disability Discrimination Act 1995
- Race Relations (Northern Ireland) Order 1997
- Employment Relations (Northern Ireland) Order 1999 and Employment Rights (Northern Ireland) Order 1996
- Employment Equality (Age) Regulations (Northern Ireland) 2006
- Part-time Workers (Prevention of less Favourable Treatment) Regulation 2000
- Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002
- The Disability Discrimination (Northern Ireland) Order 2006
- The Employment Relations (Northern Ireland) Order 2004
- Equality Act (Sexual Orientation) Regulations (Northern Ireland) 2006
- Employment Relations (Northern Ireland) Order 2004
- Work and Families (Northern Ireland) Order 2006

and will use his best endeavours to ensure that in his employment policies and practices and in the delivery of the services required of the Supplier under this Call-Off Contract he promotes equality of treatment and opportunity between:

- a. persons of different religious beliefs or political opinions
- b. men and women or married and unmarried persons
- c. persons with and without dependants (including women who are pregnant or on maternity leave and men on paternity leave)
- d. persons of different racial groups (within the meaning of the Race Relations (Northern Ireland) Order 1997)
- e. persons with and without a disability (within the meaning of the Disability Discrimination Act 1995)
- f. persons of different ages
- g. persons of differing sexual orientation

2.3.2 The Supplier will take all reasonable steps to secure the observance of clause 2.3.1 of this Schedule by all Supplier Staff.

2.4 Equality policies and practices

2.4.1 The Supplier will introduce and will procure that any Subcontractor will also introduce and implement an equal opportunities policy in accordance with guidance from and to the satisfaction of the Equality Commission. The Supplier will review these policies on a regular basis (and will procure that its Subcontractors do likewise) and the Customer will be entitled to receive upon request a copy of the policy.

2.4.2 The Supplier will take all reasonable steps to ensure that all of the Supplier Staff comply with its equal opportunities policies (referred to in clause 2.3 above). These steps will include:

- a. the issue of written instructions to staff and other relevant persons
- b. the appointment or designation of a senior manager with responsibility for equal opportunities
- c. training of all staff and other relevant persons in equal opportunities and harassment matters
- d. the inclusion of the topic of equality as an agenda item at team, management and staff meetings

The Supplier will procure that its Subcontractors do likewise with their equal opportunities policies.

2.4.3 The Supplier will inform the Customer as soon as possible in the event of:

- A. the Equality Commission notifying the Supplier of an alleged breach by it or any Subcontractor (or any of their shareholders or directors) of the Fair Employment and Treatment (Northern Ireland) Order 1998 or
- B. any finding of unlawful discrimination (or any offence under the Legislation mentioned in clause 2.3 above) being made against the Supplier or its Subcontractors during the Call-Off Contract Period by any Industrial or Fair Employment Tribunal or court,

The Supplier will take any necessary steps (including the dismissal or replacement of any relevant staff or Subcontractor(s)) as the Customer directs and will seek the advice of the Equality Commission in order to prevent any offence or repetition of the unlawful discrimination as the case may be.

2.4.4 The Supplier will monitor (in accordance with guidance issued by the Equality Commission) the composition of its workforce and applicants for employment and will provide an annual report on the composition of the workforce and applicants to the Customer. If the monitoring reveals under-representation or lack of fair participation of particular groups, the Supplier will review the operation of its relevant policies and take positive action if appropriate. The Supplier will impose on its Subcontractors obligations similar to those undertaken by it in this clause 2.4 and will procure that those Subcontractors comply with their obligations.

2.4.5 The Supplier will provide any information the Customer requests (including Information requested to be provided by any Subcontractors) for the purpose of assessing the Supplier's compliance with its obligations under clauses 2.4.1 to 2.4.5 of this Schedule.

2.5 Equality

2.5.1 The Supplier will, and will procure that each Subcontractor will, in performing its/their obligations under this Call-Off Contract (and other relevant agreements), comply with the provisions of Section 75 of the Northern Ireland Act 1998, as if they were a public authority within the meaning of that section.

- 2.5.2 The Supplier acknowledges that the Customer must, in carrying out its functions, have due regard to the need to promote equality of opportunity as contemplated by the Northern Ireland Act 1998 and the Supplier will use all reasonable endeavours to assist (and to ensure that relevant Subcontractor helps) the Customer in relation to same.

2.6 Health and safety

- 2.6.1 The Supplier will promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Call-Off Contract. The Customer will promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer premises and which may affect the Supplier in the performance of its obligations under the Call-Off Contract.
- 2.6.2 While on the Customer premises, the Supplier will comply with any health and safety measures implemented by the Customer in respect of Supplier Staff and other persons working there.
- 2.6.3 The Supplier will notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Call-Off Contract on the Customer premises if that incident causes any personal injury or damage to property which could give rise to personal injury.
- 2.6.4 The Supplier will comply with the requirements of the Health and Safety at Work (Northern Ireland) Order 1978 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Supplier Staff and other persons working on the Customer premises in the performance of its obligations under the Call-Off Contract.
- 2.6.5 The Supplier will ensure that its health and safety policy statement (as required by the Health and Safety at Work (Northern Ireland) Order 1978) is made available to the Customer on request.

2.7 Criminal damage

- 2.7.1 The Supplier will maintain standards of vigilance and will take all precautions as advised by the Criminal Damage (Compensation) (Northern Ireland) Order 1977 or as may be recommended by the police or the Northern Ireland Office (or, if replaced, their successors) and will compensate the Customer for any loss arising directly from a breach of this obligation (including any diminution of monies received by the Customer under any insurance policy).
- 2.7.2 If during the Call-Off Contract Period any assets (or any part thereof) is or are damaged or destroyed by any circumstance giving rise to a claim for compensation under the provisions of the Compensation Order the following provisions of this clause 2.7 will apply.

- 2.7.3 The Supplier will make (or will procure that the appropriate organisation make) all appropriate claims under the Compensation Order as soon as possible after the CDO Event and will pursue any claim diligently and at its cost. If appropriate, the Customer will also make and pursue a claim diligently under the Compensation Order. Any appeal against a refusal to meet any claim or against the amount of the award will be at the Customer's cost and the Supplier will (at no additional cost to the Customer) provide any help the Customer reasonably requires with the appeal.
- 2.7.4 The Supplier will apply any compensation paid under the Compensation Order in respect of damage to the relevant assets towards the repair, reinstatement or replacement of the assets affected.

Schedule 5: Guarantee – N/A

Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

Expression	Meaning
Additional Services	Any services ancillary to the G-Cloud Services that are in the scope of Framework Agreement Section 2 (Services Offered) which a Buyer may request.
Admission Agreement	The agreement to be entered into to enable the Supplier to participate in the relevant Civil Service pension scheme(s).
Application	The response submitted by the Supplier to the Invitation to Tender (known as the Invitation to Apply on the Digital Marketplace).
Audit	An audit carried out under the incorporated Framework Agreement clauses specified by the Buyer in the Order (if any).
Background IPRs	<p>For each Party, IPRs:</p> <ul style="list-style-type: none">• owned by that Party before the date of this Call-Off Contract (as may be enhanced and/or modified but not as a consequence of the Services) including IPRs contained in any of the Party's Know-How, documentation and processes• created by the Party independently of this Call-Off Contract, or <p>For the Buyer, Crown Copyright which isn't available to the Supplier otherwise than under this Call-Off Contract, but excluding IPRs owned by that Party in Buyer software or Supplier software.</p>
Buyer	The contracting authority ordering services as set out in the Order Form.
Buyer Data	All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.
Buyer Personal Data	The Personal Data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract.
Buyer Representative	The representative appointed by the Buyer under this Call-Off Contract.

Buyer Software	Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services.
Call-Off Contract	This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement.
Charges	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
Collaboration Agreement	An agreement, substantially in the form set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.
Commercially Sensitive Information	Information, which the Buyer has been notified about by the Supplier in writing before the Start date with full details of why the Information is deemed to be commercially sensitive.
Confidential Information	<p>Data, Personal Data and any information, which may include (but isn't limited to) any:</p> <ul style="list-style-type: none"> information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').
Control	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.
Controller	Takes the meaning given in the GDPR.
Crown	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf.

Data Loss Event	Event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Framework Agreement and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
Data Protection Impact Assessment (DPIA)	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
Data Protection Legislation (DPL)	Data Protection Legislation means: (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy (iii) all applicable Law about the Processing of Personal Data and privacy including if applicable legally binding guidance and codes of practice issued by the Information Commissioner
Data Subject	Takes the meaning given in the GDPR
Default	<p>Default is any:</p> <ul style="list-style-type: none"> • breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) • other Default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract <p>Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.</p>
Deliverable(s)	The G-Cloud Services the Buyer contracts the Supplier to provide under this Call-Off Contract.
Digital Marketplace	The government marketplace where Services are available for Buyers to buy. (https://www.digitalmarketplace.service.gov.uk/)
DPA 2018	Data Protection Act 2018.
Employment Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') which implements the Acquired Rights Directive.
End	Means to terminate; and Ended and Ending are construed accordingly.

Environmental Information Regulations or EIR	The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department about the regulations.
Equipment	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract.
ESI Reference Number	The 14 digit ESI reference number from the summary of the outcome screen of the ESI tool.
Employment Status Indicator test tool or ESI tool	The HMRC Employment Status Indicator test tool. The most up-to-date version must be used. At the time of drafting the tool may be found here: https://www.gov.uk/guidance/check-employment-status-for-tax
Expiry Date	The expiry date of this Call-Off Contract in the Order Form.
Force Majeure	<p>A force Majeure event means anything affecting either Party's performance of their obligations arising from any:</p> <ul style="list-style-type: none"> • acts, events or omissions beyond the reasonable control of the affected Party • riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare • acts of government, local government or Regulatory Bodies • fire, flood or disaster and any failure or shortage of power or fuel • industrial dispute affecting a third party for which a substitute third party isn't reasonably available <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> • any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain • any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure • the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into • any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans
Former Supplier	A supplier supplying services to the Buyer before the Start date that are the same as or substantially similar to the Services. This also

	includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).
Framework Agreement	The clauses of framework agreement RM1557.12 together with the Framework Schedules.
Fraud	Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.
Freedom of Information Act or FoIA	The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to the legislation.
G-Cloud Services	The cloud services described in Framework Agreement Section 2 (Services Offered) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.
GDPR	General Data Protection Regulation (Regulation (EU) 2016/679)
Good Industry Practice	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.
Government Procurement Card	The government's preferred method of purchasing and payment for low value goods or services.
Guarantee	The guarantee described in Schedule 5.
Guidance	Any current UK government guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK government guidance and the Crown Commercial Service guidance, current UK government guidance will take precedence.

Implementation Plan	The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding.
Indicative test	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.
Information	Has the meaning given under section 84 of the Freedom of Information Act 2000.
Information security management system	The information security management system and process developed by the Supplier in accordance with clause 16.1.
Inside IR35	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
Insolvency event	<p>Can be:</p> <ul style="list-style-type: none"> • a voluntary arrangement • a winding-up petition • the appointment of a receiver or administrator • an unresolved statutory demand • a Schedule A1 moratorium
Intellectual Property Rights or IPR	<p>Intellectual Property Rights are:</p> <ul style="list-style-type: none"> • copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information • applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction • all other rights having equivalent or similar effect in any country or jurisdiction
Intermediary	<p>For the purposes of the IR35 rules an intermediary can be:</p> <ul style="list-style-type: none"> • the supplier's own limited company • a service or a personal service company • a partnership <p>It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).</p>

IPR claim	As set out in clause 11.5.
IR35	IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.
IR35 assessment	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.
Know-How	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or CCS's possession before the Start date.
Law	Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply.
LED	Law Enforcement Directive (EU) 2016/680.
Loss	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and ' Losses ' will be interpreted accordingly.
Lot	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.
Malicious Software	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
Management Charge	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.

Management Information	The management information specified in Framework Agreement section 6 (What you report to CCS).
Material Breach	Those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.
Ministry of Justice Code	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.
New Fair Deal	The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended.
Order	An order for G-Cloud Services placed by a contracting body with the Supplier in accordance with the ordering processes.
Order Form	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
Ordered G-Cloud Services	G-Cloud Services which are the subject of an order by the Buyer.
Outside IR35	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
Party	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.
Personal Data	Takes the meaning given in the GDPR.
Personal Data Breach	Takes the meaning given in the GDPR.
Processing	Takes the meaning given in the GDPR.
Processor	Takes the meaning given in the GDPR.

Prohibited act	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> • induce that person to perform improperly a relevant function or activity • reward that person for improper performance of a relevant function or activity • commit any offence: <ul style="list-style-type: none"> ○ under the Bribery Act 2010 ○ under legislation creating offences concerning Fraud ○ at common Law concerning Fraud ○ committing or attempting or conspiring to commit Fraud
Project Specific IPRs	Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier's Background IPRs.
Property	Assets and property including technical infrastructure, IPRs and equipment.
Protective Measures	Appropriate technical and organisational measures which may include: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
PSN or Public Services Network	The Public Services Network (PSN) is the government's high-performance network which helps public sector organisations work together, reduce duplication and share resources.
Regulatory body or bodies	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.
Relevant person	Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.
Relevant Transfer	A transfer of employment to which the employment regulations applies.

Replacement Services	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party.
Replacement supplier	Any third-party service provider of replacement services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).
Security management plan	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.
Services	The services ordered by the Buyer as set out in the Order Form.
Service data	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data.
Service definition(s)	The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in Section 2 (Services Offered) of the Framework Agreement.
Service description	The description of the Supplier service offering as published on the Digital Marketplace.
Service Personal Data	The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract.
Spend controls	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service
Start date	The Start date of this Call-Off Contract as set out in the Order Form.
Subcontract	Any contract or agreement or proposed agreement between the Supplier and a subcontractor in which the subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the G-Cloud Services or any part thereof.

Subcontractor	Any third party engaged by the Supplier under a subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services.
Subprocessor	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.
Supplier	The person, firm or company identified in the Order Form.
Supplier Representative	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.
Supplier staff	All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and subcontractors used in the performance of its obligations under this Call-Off Contract.
Supplier terms	The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application.
Term	The term of this Call-Off Contract as set out in the Order Form.
Variation	This has the meaning given to it in clause 32 (Variation process).
Working Days	Any day other than a Saturday, Sunday or public holiday in England and Wales.
Year	A contract year.

Schedule 7: GDPR Information

This schedule reproduces the annexes to the GDPR schedule contained within the Framework Agreement and incorporated into this Call-off Contract.

Annex 1: Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Buyer at its absolute discretion.

1.1 The contact details of the Buyer's Data Protection Officer are: dataprotection@acas.org.uk

1.2 The contact details of the Supplier's Data Protection Officer are:

Lesley Holmes

Data Protection Officer

████████████████████

1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.4 Any such further instructions shall be incorporated into this Annex.

Descriptions	Details
Identity of Controller for each Category of Personal Data	<p>The Buyer is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2-15 Framework Agreement Schedule 4 (Where the Party is a Controller and the other Party is Processor) and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none">• All types of personnel data including sensitive personal data
Duration of the Processing	The term of the Call-Off Contract plus that needed for the return or destruction of the data
Nature and purposes of the Processing	The provision of a Host System and Software to facilitate delivering the HR and/or Payroll Software and Services as outlined in the Call-Off Contract.

	<p>The Buyer will operate the Software provided in accordance with the Agreement and is responsible for the data held within the Host System. The Supplier shall process the data submitted to the Software environment to the extent of providing the storage of that data. The Supplier shall further process said data on the explicit instructions by the Buyer as defined in the Order Document (or other Contract Document) The Supplier may from time to time have sight of the data contained in the Host System when performing maintenance or upgrades to the Software and/or Host System.</p> <p>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc. The purpose might include employment processing, statutory obligation, recruitment assessment etc</p>
Type of Personal Data	May include, but is not limited to: Names and titles, personal address, date of birth, next of kin details, personal contact details, bank account details, salary, National Insurance Number, health and medical data etc.
Categories of Data Subject	Buyer Employees, former and retired employees to the extent required to fulfil the Buyer's obligations to them in relation to the period of their employment
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	Upon termination of the contract, the Supplier shall return and delete Personal Data in accordance with clause 19.5 of this Call-Off Contract and the relevant provisions of the Supplier Terms.

Annex 2: Joint Controller Agreement – N/A

Service Level Agreement

Partially Managed Payroll & Hosted Cloud Services

ACAS

Version: 2.9

Prepared by: [REDACTED]

Date Issued: 01/09/2021

Document Control

Version No.	Date of Issue	Authors	Status	Comments
2.0	29/11/2018	[REDACTED] [REDACTED]	Draft	Revised and rewritten for managed services and cloud services
2.1	11/01/2018	[REDACTED]	Draft	Revised to Include P11d section and Data Protection legislation and Customer contacts
2.2	12/02/2019	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	Final	Revised Cloud Services section Revised Data Management section Revised Service Desk section
2.3	18/04/2019	[REDACTED]	Final	Revised hosted environment responsibilities and obligations section
2.4	06/12/2019	[REDACTED] [REDACTED]	Final	Revised Service Desk section glossary of Terms/ Revised Service Management section.
2.5	06/12/2019	[REDACTED] [REDACTED]	Final	Revised glossary for clarification. Clarified uptime and maintenance definitions. Service Desk clarification
	18/03/2020	[REDACTED]	Final	Revised responsibilities in section 5.2.
2.6	05/06/2020	[REDACTED]	Final	Removal of Pension Return and Pension Administration Sections. Clarified Product Release Activities (responsibility with Managed Payroll Team). Changed 'Cust' and 'Comp' throughout to 'Company' and 'Customer'. Changed 'MHR' in Data Standards section to

				'Company' for consistency. Removed 'Services Not Covered' section.
2.7	30/03/2021	██████████		Revised Cloud Services section
2.8	20/04/2021	██████████		Updated Naming of Service – Partially Managed
2.9	29/06/2021	MHR	Final	Revised Cloud Services section





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1. Document Authorisation

This document is to be reviewed by the Company and Customer Representatives and approved as being accurate by both parties prior to the commencement of Services.

The Company	The Customer
For and on behalf of <i>MHR International UK Limited</i>	For and on behalf of ACAS
Authorised Signature and Date:	Authorised Signature and Date:
Signature: 	Signature: 
Name (print): 	Name (print): 
Date: Aug 23, 2021	Date: Aug 23, 2021

2. Introduction

2.1 PURPOSE

This Service Level Agreement defines the Services provided and managed by the Company to the Customer.

2.2 OBJECTIVE OF THE SERVICE

The objective is to deliver a timely, accurate and complete service to the Customer.

The Service Level Agreement defines the service and the service level with the objective of:

- Clearly defining roles and responsibilities
- Ensuring services are clearly understood
- Defining effective communication channels
- Documenting problem resolution and escalation processes.
- Defining software service availability

Instructions

- The services to be delivered by the Customer's obligations and the Company obligations are denoted by the symbol "✓" within the tables of this document.
- The services denoted by the "Y" symbol mark any additional items which have been procured via the Order Document.

3. Overview of provision

SERVICES IN SCOPE	Section	Provided
Partially Managed Payroll Services	5	✓
Provision	5.1	✓
Advice & Guidance	5.2	✓
Pension	5.3	✓
Post Payroll Reporting & Third-Party Payment Returns	5.4	✓
Third Party Administration	5.5	✓
System Administration & Configuration	5.6	✓
BACS Services	5.7	✓
Printing Services	5.8	✓
P11D	5.9	Y
Processing Schedules	5.10	✓
Service Management	5.12	□
Cloud Services Hosting	6	✓
Service Desk	7	✓
Exit Management	8	✓

EMPLOYEES AT CONTRACT SIGNATURE	1,100
NUMBER OF PAYROLLS AT CONTRACT SIGNATURE	One
PAY DATES	25th

4. Data Management – Partially Managed Services

4.1 Data Ownership Policy

The purpose of the Company's Data Ownership Policy is to provide guidelines for the Company's Payroll Operations Team, protected by law, or both. This policy describes the roles and responsibilities of the individuals charged with the handling, processing and maintenance of this information as part of the Partially Managed Service being provided by the Company.

4.2 Policy

It is the policy of the Company that data and information will be made available to the payroll team to perform the necessary payroll processing required by their position to provide Partially Managed Services in line with the Contract between the Company and the Customer. The payroll data for the pay period will be available as necessary and relevant as determined by appropriate authorisation of both the employee and the Data Owner. The Data Owner may be the owner of the entire data set or a segment of the data.

- The Customer is the data 'Controller' and the Company is the data 'Processor'.
- Data Owner is the data 'Controller' = the Customer
- Third Party Services (optional - payslip printing services) is the data 'Sub-Processor'.

4.3 Scope

This policy covers data entered by the Customer into the payroll system for the purposes of payroll processing by the Company's Payroll Operations. It is not intended to cover information on individual customer desktops, laptops or mobile devices nor information held within other Customer applications.

It is the responsibility of the Customer to supply all related data via the secure method supplied by the Company for every payroll processing period. It is also the Customers responsibility to supply the data to the Company's Payroll Team in the pertinent data conversion template provided to them, in the exact field order, for the purposes of payroll processing.

4.4 Revocation of data access

End of Affiliation: All Data Access will end when the Customer's affiliation with the Company ends for any reason.

4.5 Data Standards

All data must be provided to the Company in standard data format set out by the Company. The format will be explained to the Customer as part of the implementation as will the quality of data required.

Where incorrect or incomplete data is supplied to the Company it will be returned to the appropriate Customer representative to correct and resubmit. If this is then submitted outside the scheduled timescales it will not be processed unless requested and authorised by the Customer in which case additional service charges will be levied as detailed below and agreed payroll processing scheduled dates may not be met by the Company.

The customer must provide the information via SFTP. Information provided through different delivery methods will not be processed.

Data Standard	KPI	Measurement
Format	All data provided in the agreed data conversion format and method	100%
Quality	Quality of data provided, this is measured through any inaccuracies or data sent back to managers to complete	100%
Method	Data provided in SFTP	100%

4.6 Data Management

This section outlines how personal data will be managed by both the Customer (data 'Controller') and the Company (data 'Processor'). All personal data will be processed in line with the Data Protection Act 2018 and the General Data Protection Regulation (GDPR).

Activity	Company	Customer
Provide payroll input data for the period in the prescribed data collection templates and through the secure FTP site method provided by the Company.		✓
Provide a secure method of processing payroll input data.	✓	

5. Partially Managed Services

5.1 Provision

If the standard pay date falls on a non-banking day, the pay date will be brought forward to the earliest available banking date.

Data must have been sent by the cut-off date. Failure to supply the payroll input by this date by the Customer means the payroll will be processed late and payments may not be made on time.

DATA MANAGEMENT	Company	Customer	N/A
PERSONAL INFORMATION			
Maintenance of personal information – via employee and manager Self Service		✓	
Update of manual changes on iTrent		✓	
STRUCTURE			
Collation of organisation structure data (new units, posts, positions) for all staff		✓	
Generate employee ID, new unit, position within Org Structure all staff		✓	
Maintenance of iTrent structure adding and removing of positions		✓	
Adding new starters into structure		✓	
TRANSFERS			
Collation of employee transfer data		✓	
Transfer of employee including inheritance items provided		✓	
WORKING PATTERN ADMINISTRATION			
Input working pattern changes into iTrent		✓	
DATA PROVISION			
All data submitted to MHR as part of the payroll process must to be supplied via secure SFTP is and to be provided in MHR's standard format.			
Collect relevant data from all sources		✓	
Any data for processing is to be provided in MHR standard format		✓	
Submit data as per the agreed format and by the payroll cut off specified in the schedule.		✓	
Ensure all payroll data received is appropriately authorised.	✓		
PAYMENTS			
Process Permanent or Temporary data via ESS/MSS		✓	

DATA MANAGEMENT	Company	Customer	N/A
Process permanent or temporary data via standard data conversion templates	✓		
ABSENCE			
Collect all sickness and other absence data including MATB1		✓	
Submit absence data in MHR standard format and as per the agreed schedule		✓	
Process sickness and other absence data provided in MHR standard format	✓		
Enter sickness via ESS / MSS		✓	
Company will complete SMP1 and SSP1 Forms as applicable and will forward to the employee.	✓		
Communication with employees as required. For example employee going onto half or no pay.		✓	
PENSION DEDUCTIONS			
Provide any pension deductions via MHR standard templates		✓	
Process pension changes as specified by the customer	✓		
Run iTrent Gross to Net to calculate pension contributions	✓		
Provide a formal opt out facility for employees to Run the iTrent auto enrolment process	✓		
Notify Company via MHR standard data format of pension changes to be made, including opting in and out in accordance with the agreed schedule.		✓	
Apply supplied changes within iTrent	✓		
Run pension assessment process and supply required reports	✓		
Review the assessment report results and provide back any amendments to MHR in the standard format		✓	
Run the iTrent auto enrolment process	✓		
NON STATUTORY DEDUCTIONS			
Process permanent or temporary deduction data via MHR's standard templates	✓		
Administer the deductions in accordance with the iTrent calculation and data provided	✓		
STATUTORY DEDUCTIONS			
Collect and submit all data in MHR standard format in relation to any statutory deductions.	✓		
Enter all data relating to statutory deductions.	✓		

DATA MANAGEMENT	Company	Customer	N/A
Administer the statutory deductions in accordance with the legislation and regulations.	✓		
REDUNDANCY			
Make redundancy payment calculations.		✓	
Enter redundancy payments onto system.	✓		
COURT ORDERS			
Collect all data relating to Court Orders.		✓	
Enter all data relating to Court Orders.	✓		
Deduct administration fees at the prevailing rate if applicable.	✓		
STUDENT LOANS			
Collect all data relating to student loans.	✓	✓	
Enter all data relating to student loans.	✓		
TAX CODES			
Collect all data relating to tax codes.	✓	✓	
Enter all data relating to tax codes.	✓		
EXPENSES			
Enter car mileage data via ESS / MSS or provide in excel / CSV format using standard template		✓	
BULK PAYROLL CHANGES			
*note this only includes salary, bonus or temporary payments			
Provide details of requirement in a timely manner as per pre agreed schedule		✓	
Provide bulk payroll changes in MHR's standard data format	✓		
Load changes into the system	✓		
Any any-hoc request for data cleansing or uploads will be chargeable through consultancy	✓		
REPORTING			
Produce standard reports contained in the iTrent suite of reports.	✓		
Provide location details for the despatch of standard outputs.		✓	
Any any-hoc request for bespoke report will be chargeable through consultancy	✓		

PERIODIC PAYROLL PROCESSING	Company	Customer	N/A
FIRST GROSS TO NET PROCESS			
Run the Absence calculation process	✓		
Run Absence Process Log, check and take appropriate action if required.	✓		
Run the Car Mileage Calculation process	✓		
Run the Payroll Calculation process to <ul style="list-style-type: none"> • Calculate payments, allowances and reimbursements • Calculate gross pay • Calculate deductions • Calculate net pay • Lock Contracts 	✓		
Run Error and Warning reports, check and take appropriate action if required	✓		
Check payroll results against Customer parameters and highlight any issues	✓		
Produce and distribute standard reports as defined within the payroll procedures and task lists	✓		
Unlock contracts	✓		
Inform Company via MHR standard format of amendments required following the First Gross to Net Process		✓	
Update the system according to Customer instructions	✓		
FINAL GROSS TO NET PROCESS			
Run the Absence calculation process	✓		
Run Absence Process Log, check and take appropriate action if required.	✓		
Run the Car Mileage Calculation process	✓		
Run the Payroll Calculation process	✓		
Run Error and Warning reports, check and take appropriate action if required.	✓		
Check payroll results against Customer parameters and highlight any issues	✓		
Follow the BACS process as defined in Section 4.5	✓		
Run Costing Process.	✓		
Run Costing Process Log, check and take appropriate action if required.	✓		
Run Clear down.	✓		

PERIODIC PAYROLL PROCESSING	Company	Customer	N/A
Run Clear down Process Log, check and take appropriate action if required.	✓		

PAYROLL CHECKING AND APPROVAL	Company	Customer	N/A
Run standard control and exception reports.	✓		
Using the control reports, exception reports and spot checks, check that the payroll balances and that the results within agreed parameters.	✓		
CONTROL CHECKS			
Check exceptions report and provide to customer for review	✓		
Check brought forward values equal previous carried forward values (taking account of any cumulative value adjustments).	✓		
Check individual net pay values that vary in excess of 20% from previous period.	✓		
Check that values balance within and between reports.	✓		
Check highest and lowest gross and net pay values.	✓		
Check numbers on payrolls (current and leavers).	✓		
Check reasonableness of total gross pay, tax, NI and superannuation by reference to previous values.	✓		
Deliver to the Customer agreed control and exception reports,	✓		
Ensure that relevant contacts are available to authorise the payroll as per agreed schedule. Signature of the BACS authorisation form for net pay is considered by the Company to be acceptance by the Customer of the payroll.		✓	
Provide authorised signatory lists to approve the payroll.		✓	

PAYROLL CHECKING AND APPROVAL	Company	Customer	N/A
<p>Check to confirm accuracy and authorise payroll in order to make payment. Normally this authorisation given by completion of the BACS authorisation form.</p> <p>As a minimum the following checks should be made:</p> <p>Check reasonableness of total gross pay, tax, NI and superannuation by reference to the previous values.</p> <p>Check individual net pay values that vary in excess of 20% from previous period.</p> <p>Check brought forward values equal previous carried forward values (taking account of any cumulative value adjustments).</p> <p>Check highest and lowest gross and net pay values.</p> <p>Check numbers on payrolls (current and leavers).</p>		✓	
Receive authorisation as per agreed schedule.	✓		
Confirm validity of authorised signature.	✓		
Prepare, check and distribute listings of third party payments as per agreed schedule.	✓		
Reconcile payments made via BACS to source bank account.		✓	

RTI PROCESSING	Company	Customer	N/A
SET UP & GO LIVE OF RTI SERVICES			
Complete a full data audit of the information contained within iTrent to assess the compliance of data for RTI purposes		✓	
Provide advice and guidance on any areas on non-compliance identified within the data audit process	✓		
Supply any data required to ensure that the data contained within iTrent is RTI compliant		✓	
Create the Employer Alignment Summary (EAS)	✓		
Submit the Employer Alignment Summary (EAS) to the HMRC as per the agreed schedule	✓		
Create the FIRST Full Payment Summary (FPS) file	✓		
Submit the FIRST Full Payment Summary (FPS) to the HMRC as per the agreed schedule	✓		
PERIODIC ADMINISTRATION OF RTI SERVICES			
Create the periodic Full Payment Summary (FPS) file	✓		
Provide advice and guidance on data errors contained within the periodic Full Payment Summary (FPS) file	✓		

RTI PROCESSING	Company	Customer	N/A
Complete required actions to address any data errors contained within the periodic Full Payment Summary		✓	
Electronically submit the Full Payment Summary (FPS) to the HMRC as per the agreed schedule	✓		
Create the periodic Employer Payment Summary (EPS) file	✓		
Provide advice and guidance on the reconciliation process required for the periodic Employer Payment Summary file	✓		
Complete required reconciliation actions for the periodic Employer Payment Summary	✓		
Complete required actions to address any reconciliation errors identified within the periodic Employer Payment Summary		✓	
Electronically submit the Employer Payment Summary (EPS) to the HMRC as per the agreed schedule	✓		
ANNUAL TASKS			
Create and distribute P60's to employees as per the agreed schedule via ESS or Email or print	✓		

5.2 Payroll Enquiry

PAYROLL ENQUIRY SERVICES	Company	Customer	N/A
Provide a telephone helpdesk between the hours of 9.00am and 5.00pm on any Working Day which all employees are permitted to call to discuss pay queries	✓		
Respond to pay queries only from Customer employees as required. All relevant information should be available when making an enquiry: Company name, employee name, payroll number, and either date of birth or NI Number	✓		
Respond to pay queries only from Customer representative. This must be an authorised contact and have all relevant information available when making an enquiry, employee name, payroll number, and either date of birth or NI Number.	✓		
Respond to enquiries both written and verbal from HMRC, Courts and Child Support Agency.	✓		
Respond to requests for copy payslips, P60s and statement of earnings letters. Note these requests may be chargeable.	✓		

5.3 Post Payroll reporting & Third Party Payment Returns

POST PAYROLL REPORTING	Company	Customer	N/A
PAYROLL REMITTANCES & THIRD PARTY RETURNS			
Produced listing of payroll deductions from iTrent employee by element report format (examples are GAYE & Unison)	✓		

POST PAYROLL REPORTING	Company	Customer	N/A
Submit breakdown to provider	✓		
THIRD PARTY RETURNS			
Run third party BACS files from iTrent	✓		
Sign off values		✓	
Transmit to third party in line with the agreed schedule	✓		

5.4 Third Party Personal Administration

THIRD PARTY ADMINISTRATION	Company	Customer	N/A
ADMINISTRATION OF THIRD PARTY CHANGES			
Notify third parties applicable to the client (which could include, private medical providers) of starter and leavers in the payroll period.		✓	
Notify third parties applicable to the client (which could include, private medical providers) of relevant changes personal information changes		✓	

5.5 System Administration

SYSTEM ADMINISTRATION	Company	Customer	N/A
Create new user accounts	✓		
Define user and security profiles	✓		
Create and maintain user and security profiles	✓		
Release users whose user profile has been locked	✓		
Make users inactive	✓		
Re-set passwords	✓		

5.6 Change Control

A formal process used to ensure that changes to a product or system are introduced in a controlled and coordinated manner.

SYSTEM CONFIGURATION	Company	Customer	N/A
Supply definitions of required system configuration changes, this will include but not limited to: <ul style="list-style-type: none"> Elements <ul style="list-style-type: none"> Payments 		✓	

<ul style="list-style-type: none"> ○ Deductions ○ Benefits ● Calculations ● Term and Conditions <ul style="list-style-type: none"> ○ Pensions ○ Absence ○ Car Mileage ● Costing Rules ● Grades and Scale Points 			
Investigate and clarify requirements where necessary, and then provide an estimate for the cost, timing and impact (if any) of the change.	✓		
Specify changes to application configuration.	✓		
Provide necessary documentation detailing the Cost and timings along with a completed Change Control Request From	✓		
Approve amendments required prior to work commencing.		✓	
Agree implementation plan for any changes.	✓	✓	
Incorporate agreed changes to System set-up in Test Environment in accordance with the specification.	✓		
Incorporate agreed changes to employee records in Test Environment in accordance with the specification.	✓		
Sign off and approval of acceptance testing.		✓	
Authorise configuration changes to be applied to Live Environment.		✓	
Implement configuration amendment in Live Environment.	✓		
Sign off amendments as complete.		✓	

5.7 BACS SERVICES

Payments to be made via BACS are detailed in the BACS and payslip questionnaire during service implementation. These payments will be made on the dates shown. If this is a non-working day then the previous working day will be used. These dates may also be varied by mutual consent of both the Customer and Company and by dates nominated by BACS as non-processing days.

BACS PROCESS	Company	Customer	N/A
Run the BACS file and report creation process for payments as defined in the BACS and payslip questionnaire	✓		
Run BACS Process Log, check and take appropriate action if required.	✓		
Transfer BACS files to Company for transmission in accordance with The Schedule.		✓	

Supply and maintain a list of authorised signatories.		✓	
Complete a separate BACS authorisation form for each transmission of employee or third-party payments entering the totals and BACS dates.	✓		
Send the completed BACS form to the Customer	✓		
Confirm accuracy of figures and dates on the BACS authorisation form.		✓	
Ensure that relevant contacts are available to authorise the BACS transmission in accordance with The Schedule.		✓	
Sign the BACS authorisation form and return to the Company to authorise transmission of BACS.		✓	
Transmit the BACS file.	✓		
Retrieve and distribute BACS input reports.	✓		
Maintain appropriate limits with BACS to ensure control over payments being made.		✓	
Effect any non-BACS payments for employees or third parties.		✓	
Ensure sufficient funds are available in the source bank account to fund the BACS transmission. The funding of the BACS payments will be through the Customer's nominated bank account. The Company will not, under any circumstances, be liable for funding the payment or any other costs incurred as a result of the subsequent late availability of funds.		✓	
Ensure the Bank holding the source account has given the appropriate permissions for the Company to transmit BACS files on the Customer's behalf.		✓	
Inform Company of any changes to the source bank account or BACS user number.		✓	
Recall complete BACS transmissions		✓	

BACS TIMETABLE

Day 1	BACS Submission day
Day 3	BACS Processing day
Day 4	Payments reach accounts

Each of the days indicated must be nominated by BACS as a day on which processing may occur. These are normally Monday to Friday taking into account English Bank Holidays. The Company schedules BACS transmissions on the day before the submission day. This allows both Customer and Company contingency time in the event of difficulties.

The Company will not accept responsibility regardless of circumstances for late payments where the Customer stipulates transmissions must on a regular basis happen on transmission day.

5.8 PRINTING SERVICES

PAYSLIPS (Printed or Electronic)	Company	Customer	N/A
Run the Payslip, Email or ESS process.	✓		
Transfer the payslip file to the Company as per the agreed schedule and protocol.			✓
Print payslips. Payslips will be quality checked. Any defective payslips will be securely destroyed and reprinted.	✓		
The number of payslips printed and sealed will be checked against the file provided.	✓		
Payslips will be delivered to the appropriate single location. Courier / delivery costs are excluded from the service charges.	✓		
Payslips will be delivered to multiple locations. Courier / delivery costs are excluded from the service charges. This option may incur additional service charges.			✓
Payslips will be delivered to home addresses. Delivery costs are excluded from the service charges. This option may incur additional service charges.			✓
Provide and maintain list of delivery addresses in a format suitable to produce dispatch labels.		✓	
Inform Company of amendments to delivery addresses.		✓	

P45S (Printed or Electronic)	Company	Customer	N/A
Run the P45 process.	✓		
Transfer the P45 file to the Company as per the agreed schedule and protocol.		✓	
Print P45s. P45s will be quality checked. Any defective P45s will be securely destroyed and reprinted.	✓		
The number of P45s printed will be checked against the file provided.	✓		
P45s will be delivered to the appropriate single location. Courier / delivery costs are excluded from the service charges.	✓		
P45s will be delivered to multiple locations. Courier / delivery costs are excluded from the service charges. This option may incur additional service charges.			✓
P45s will be delivered to home addresses. Delivery costs are excluded from the service charges. This option may incur additional service charges.			✓
Provide and maintain list of delivery addresses in a format suitable to produce dispatch labels.		✓	
Inform Company of amendments to delivery addresses.		✓	

P60S (Printed or Electronic)	Company	Customer	N/A
Run the P60 process.	✓		

P60S (Printed or Electronic)	Company	Customer	N/A
Transfer the P60 file to the Company as per the agreed schedule and protocol.			✓
Produce trial P60 for approval.	✓		
Confirm accuracy and authorise production of P60s.		✓	
P60s will be delivered to the appropriate single location by due date. Courier / delivery costs are excluded from the service charges.	✓		
P60s will be delivered to multiple locations. Courier / delivery costs are excluded from the service charges. This option may incur additional service charges.			✓
P60s will be delivered to home addresses by due date. Courier / delivery costs are excluded from the service charges. This option may incur additional service charges.			✓
Provide and maintain list of delivery addresses in a format suitable to produce dispatch labels.		✓	

COURIER SERVICES	Company	Customer	N/A
Nominate courier (The Customer will select a courier of their choice).		✓	

5.9 P11D Service

This service is only applicable to this Service level Agreement if procured in a signed Order Document:

PERIODIC PROCESSING SCHEDULE	Company	Customer	N/A
Provide details of any benefits to be included in P11D but not recorded within the Product.		✓	
Extract benefit values and other required details from the Product.	✓		
Produce a draft of P11D information for verification.	✓		
Check the draft P11D information and make corrections.		✓	
Approve final draft.		✓	
Produce draft employee copies of P11D and deliver to the appropriate single location. Courier / delivery costs are excluded from the service charges.	✓		
Produce draft employee copies of P11D and deliver to multiple locations. Courier / delivery costs are excluded from the service charges. This option may incur additional service charges.			✓
Produce draft employee copies of P11D and deliver to home/email address. Delivery costs are excluded from the service charges. This option may incur additional service charges.			✓

PERIODIC PROCESSING SCHEDULE	Company	Customer	N/A
Inform Company of amendments to delivery addresses.		✓	
Provide and maintain list of delivery addresses in a format suitable to produce dispatch labels.		✓	
Receive feedback from employees and advise of any changes.		✓	
Make changes as required.	✓		
Produce and dispatch final employee, employer and HMRC copies of P11D.	✓		
Submit P11D (b) to HMRC.	✓		
MHR to process the P11D payment processing NIC cat A	✓		

5.10 PROCESSING SCHEDULES

Below is the Company's standard monthly payroll schedule which will be utilised during payroll processing. The timings refer to the number of Working Days prior to (and excluding) the employee payment date (P). If the customer requires additional payroll checking time over and above the standard detailed below the payroll cut off will be brought forward.

The scheduled cut off data will be brought forward by public holidays and peaks of activity such as those associated with pay awards.

Activity	P -	Timing
Submission of payroll data to MHR in the standard format via SFTP	P – 9	17.30
Start Data processing	P – 8	9.30
Check payroll data	P – 7	9.30
Run Payroll calculation and iTrent reports	P – 7	12.30
Check and balance payroll	P – 7	15.00
Submit payroll reports to customer for checking	P – 6	10.00
Customer to notify of any amendments via MHR standard format These should be limited to <ul style="list-style-type: none"> Late leavers Bank changes 	P – 6	17.30
Process and check amendments	P – 5	17.30
Run final GTN and reports	P – 4	15.00
Check and balance payroll	P – 4	17.30
Provide Final reports and produce BACS file	P – 3	9.30
Sign off BACS and payroll	P – 3	14.00
Transmit authorised BACS	P – 3	17.00
Transfer payslips for printing - payslips are to be provided on	P – 3	17.30

Activity	P -	Timing
payday		
Service available for input	P + 0	12.30

Below is the Company's standard weekly payroll schedule which will be utilised during payroll processing. The timings refer to the number of Working Days prior to (and excluding) the employee payment date (P). If the customer requires additional payroll checking time over and above the standard detailed below the data submission time will be brought forward.

The scheduled cut off data will be brought forward by public holidays and peaks of activity such as those associated with pay awards.

Activity – Weekly Schedule	P -	Timing
Submission of payroll data to MHR in the standard format via SFTP	P – 4	9.00
Start Data processing	P – 4	9.30
Check payroll data	P – 4	14:00
Run Payroll calculation and iTrent reports	P – 4	14:30
Check and balance payroll	P – 4	17:30
Submit payroll reports to customer for checking	P – 4	17.30
Customer to submit amendments	P – 3	12.00
Process amendments	P – 3	14.00
Run final GTN and reports	P – 3	15.00
Check and balance payroll	P – 3	17:30
Provide Final reports and produce BACS file	P – 3	17:30
Sign off BACS and payroll	P – 2	14.00
Transmit authorised BACS	P – 2	15.00
Transfer payslips for printing - payslips are to be provided on payday	P – 2	12:00
Service available for input	P + 0	12.30

In the event that the Customer fails to meet any of the above timescales for which they have actions, then the resulting additional pressure on the Service may result in late payment and/or incomplete payment on the payroll(s) concerned. This will not constitute a service failure on the part of the Company, providing the Company can demonstrate all reasonable endeavours were made to still make timely payment.

All payroll changes to be supplied as the information becomes available. Any information received after the input dates quoted will be carried forward to the next month's payroll.

The following table lists the annual activities and their statutory deadlines (as applicable).

Activity	Statutory deadline
Provide P60 to employees by	31/5
Provide P11D to employees by	6/7
Submit P11D to HMRC by	6/7
Submit P11D(b) to HMRC by	6/7

5.11 Service Level Objectives

Activity	Achievement Target	Comments
Produce payroll on schedule	100%	
Achieve BACS deadlines to schedule	100%	
Dispatch of payroll output to schedule	99%	
Accuracy of payroll processing content	98%	
Payroll queries (Current Tax Year)	80%	Within ONE working day from receipt
	15%	Within TWO working days from receipt
	5%	Within FIVE working days from receipt
Payroll queries (Previous Tax Years)	80%	Within TEN working days from receipt
	20%	Within FIFTEEN working days from receipt
Distribution of P60	100%	By scheduled date (in accordance with statutory requirements)

5.12 Service Management and review

This service is only applicable to this Service level Agreement if procured in a signed Order Document:

5.12.1 Reviews

Reviews of the Service Level Agreement will take place to an agreed schedule as follows:

First review	6 months from go-live date
Ad hoc reviews*	Prior to significant service changes

	Company	Customer	N/A
The Service Team Representative will have a review with the Customer on an annual basis.			✓
The Service Team Representative will have a review with the Customer on a six monthly basis.			✓
The Service Team Representative will have a review with the Customer on a quarterly basis.	✓		

The Service Team Representative will have a review with the Customer on a monthly basis.			✓
The review meetings will be held via web conference or tele-conference facilities			✓
The review meetings will be held at the Site of the Company or Customer			✓
The review meetings will alternate between Tele-conference / web conferencing and held at the Site of the Company or Customer	✓		

5.12.2 Monthly Accuracy Statistics Calls

For Partially Managed Service Customer's issues may be identified by the Service Teams, the issue will be investigated, and the Data corrected to ensure that the Customer's payroll is delivered accurately and on time. These issues are identified by the Service Teams and are logged on the accuracy log for future reference.

Each month, the Customer accuracy statistics forms and an overall score card, detailing the breakdown of processes will be sent out to the Customer by the Service Management Team.

Each Customer's report and scorecard will be zipped and password protected, and emailed out to the Customer Representative.

Telephone reviews will take place every month following the release of accuracy statistics to the Customer. The review should take no longer than 10-15 minutes to complete, and will take place with the Customer's normal day to day operational contact.

Any issues arising from the call will be dealt with by an appropriate MHR Company Representative.

5.12.3 Partially Managed Service Support Hours

The Service Teams will deal with pay enquiries, operational and schedule enquiries. The Service Team will be contactable between the following hours excluding weekends and English bank and public holidays.

- **9:00 to 17:00**

6. Cloud Services

6.1 Provision

The signed Order Document will take precedence over and optional selected Environments or Service Items and Interfaces that are non-standard to this Service Level Agreement.

ENVIRONMENTS	Provided
Standard Environments	
LIVE: The Customer's primary environment containing current data.	✓
TEST: A test environment containing a copy of the LIVE data and used for testing and approving updates, patches, fixes and functionality	✓
DEV: Additional environment for developing new business specific functions	✓
Additional Environments	
SANDBOX: An additional environment for other business specific purchases maintained alongside the standard environments for contract lifetime.	<input type="checkbox"/>
REP: Optional database containing a replicated copy of the LIVE data for use against reporting tools (Replication intervals to be agreed).	<input type="checkbox"/>
TEMP – A temporary environment to be delivered for (x) months from Agreement Date to support implementation	<input type="checkbox"/>

SERVICE ITEMS	Provided
SFTP – Secure File Transfer Protocol to enable the secure transfer of files	✓
SDDA - Secure Direct Database Access	<input type="checkbox"/>
Single Sign-On (AAD, ADFS, Shibboleth, Oath2 etc)	<input type="checkbox"/>
PDF Payslip / Email Payslips	Y
Business Objects: Multi-Tenant deployment	Y
Business Objects: Single Tenant deployment	<input type="checkbox"/>
Document Logistix	<input type="checkbox"/>
SecureMail – Portal based service to enable the secure delivery of message from the Managed Service to the Customer's employees e.g. workflow emails or Business Objects burst reports.	<input type="checkbox"/>
TLS: Transport Layer Email Security, secure transfer of email between the Customers email server and the Companies email server. Enforced.	<input type="checkbox"/>
SPF and DKIM Implementation (if utilising customer's email domain)	<input type="checkbox"/>
Custom URLs	<input type="checkbox"/>
ITrent Database Encryption	<input type="checkbox"/>
Escrow Data Backup	<input type="checkbox"/>
MHRA: Pensions Data Service	<input type="checkbox"/>
MHRA: Legacy Data Archiving Solution	<input type="checkbox"/>

INBOUND INTERFACES	Provided
Automated Data Load of Standard Format CSV via SFTP	<input checked="" type="checkbox"/>
OUTBOUND INTERFACES	Provided
Standard GL via SFTP	<input checked="" type="checkbox"/>
NEST persons output via SFTP	<input type="checkbox"/>
Pensions outputs (other) using Pensions Analysis and Payroll Breakdown Design (both CSV via SFTP)	<input type="checkbox"/>

Presentation Method (HTTPS)	Core / People Manager	Self Service	Web Recruitment	Web Services	Business Objects
Internet presented (Standard Service)	✓	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

INFRASTRUCTURE RESPONSIBILITIES AND OBLIGATIONS	Company	Customer	N/A
Provide and maintain all IT Infrastructure required for the Supply of the Hosted Service at the Company premises.	✓		
Ensure IT Infrastructure related to the Supply of the Hosted Service at the Company premises always remain under Vendor support during operational lifetime.	✓		
Provide Customer access to the Managed Service	✓		
Provide and maintain all computer hardware, software (with exception of the Product) and associated equipment for the end-users of the product at the minimum specification recommended to operate the Product.		✓	
The Company and Customer will make each other aware of any changes or issues that will impact the delivery of the Managed Service.	✓	✓	

COMMUNICATION LINKS RESPONSIBILITIES AND OBLIGATIONS	Company	Customer	N/A
Internet presented Service:			
Provide the Managed Service up to and including the Service Boundary.	✓		
Provide and manage an alternative (backup) internet link in the event of the primary internet link being unavailable.	✓		

HOSTED ENVIRONMENT RESPONSIBILITIES AND OBLIGATIONS	Company	Customer	N/A
Live Environments: Perform routine maintenance six times Annually over pre-determined weekends: From 18:00 on the Friday to 09.00 on the Monday	✓		
Non-Live Environments: Perform routine maintenance six times Annually over pre-determined weekends: From 18:00 on the Friday to 09.00 on the Monday	✓		
Publish the maintenance schedule for customer consumption prior to the start of the calendar year.	✓		
Details and timings of each maintenance window will be communicated to the Customer yearly in advance and prior to each occurrence.	✓		
Request environment copies. – The Customer is entitled to one environment copy per quarter outside of any copies required to support patch management or upgrades.		✓	
Maintain the application in accordance with the relevant published User Manual to ensure optimum application performance	✓	✓	
Where emergency updates or fixes are required to be applied the Company will endeavour to notify the Customer in writing or by email no less than 5 working days prior to any emergency maintenance	✓		
The company will proactively manage and monitor factors including, I/O, processor, memory, network and application performance that contribute to product performance.	✓		
Maintain the Product in accordance with the Systems Administration section of the relevant published User Manual, to ensure optimum application performance is achieved. (Issues relating to performance may not be dealt with by the Company until adequate maintenance measures are put in place by the Customer. The “System Administration responsibilities and obligations” list below provides a level of guidance but is not exhaustive).	✓	✓	

SYSTEM ADMINISTRATION RESPONSIBILITIES AND OBLIGATIONS	Company	Customer	N/A
Delete report output	✓	✓	
Delete match and gap log		✓	
Delete expired notes		✓	
Process message logs – Absence/Payroll Calcs / Payroll Cleardown / Payslips + other frequent processes		✓	
Audit archive clear down		✓	

SYSTEM ADMINISTRATION RESPONSIBILITIES AND OBLIGATIONS	Company	Customer	N/A
Batch logs		✓	
Correspondence logs		✓	
Workflow audit clear down		✓	
Data conversion logs		✓	
Checking Debug Calcs are switched off when not required	✓	✓	

PRODUCT RELEASE RESPONSIBILITIES AND OBLIGATIONS	Company (MHR Managed Payroll Team)	Customer	N/A
Monitor the Company Service Cloud for Product Release	✓	✓	
Advise the Customer of availability of upgrade.	✓		
Complete any pre-upgrade actions in TEST environment.		✓	
Agree timetable for applying upgrade to the TEST environment within supported service hours.	✓	✓	
Initiate the required change by raising a Change Control request to cover applying upgrade to TEST environment	✓		
Authorise Change Control to cover applying upgrade to TEST environment.		✓	
Apply upgrade to TEST environment as agreed.	✓		
Complete any post upgrade actions in TEST environment.		✓	
Test effect of upgrade affecting payroll functionality and confirm acceptance.		✓	
Test effect of upgrade affecting HR functionality and confirm acceptance.		✓	
Complete any pre-upgrade actions in LIVE environment.		✓	
Agree timetable for applying upgrade to the LIVE environment and any additional Customer environments inside supported service hours.	✓	✓	
Initiate the required change by raising a Change Control to cover applying upgrade to LIVE environment	✓		
Authorise Change Control to cover applying upgrade to LIVE environment.		✓	
Install upgrade to LIVE environment and any additional Customer environments as agreed.	✓		

Complete any post upgrade actions in LIVE environment and any additional Customer environments.		✓	

ADHOC PATCH MANAGEMENT RESPONSIBILITIES AND OBLIGATIONS	Company	Customer	N/A
Publish the post patch actions in the iTrent release Impact Analysis	✓		
Monitor the Service Cloud for release of patches and determine relevance		✓	
Using the Hosted Service request portal within service cloud: Agree timetable for applying patches to the NON-LIVE environments within supported service hours.	✓	✓	
Raise a Change Control request to cover applying patches to NON-LIVE environments	✓		
Authorise Change Control to cover applying patches to NON-LIVE environments		✓	
Apply patches to NON-LIVE environments as agreed.	✓		
Test effect of patches affecting Payroll and/or HR functionality and confirm acceptance.		✓	
Using the Hosted Service request portal within service cloud: Agree timetable for applying patches to the LIVE Environment and any additional Customer environments within supported service hours.	✓	✓	
Raise a Change Control request to cover applying patches to LIVE environment	✓		
Authorise Change Control to cover applying patches to LIVE environment.		✓	
Install patches to LIVE environment and any additional Customer environments as agreed.	✓		
Implement post patch actions		✓	

BUSINESS CONTINUITY RESPONSIBILITIES AND OBLIGATIONS	Company	Customer	N/A
Publish the post patch actions in the iTrent release Impact Analysis	✓		
Maintain internal Business Continuity Plan to facilitate the recovery of the LIVE environment in the event of a Disaster	✓		
Retain 48 hours of LIVE environment, database backups, database transaction logs, application configurations and Customer specific customisations via Primary Backup Solution.	✓		

Retain 30 days of LIVE environment, database backups, database transaction logs, via Secondary Backup Solution.	✓		
Retain 30 days of LIVE Database snapshots via the offline backup solution.	✓		
Retain 5 days of non- LIVE environment, database backups, database transaction logs, via Secondary Backup Solution.	✓		
In event of a Disaster, recover LIVE environment in accordance with the Company's Business Continuity Plan as per the published RTO and RPO.	✓		
Following a recovery of the LIVE environment validate data integrity and system stability.		✓	
Produce the annual disaster recovery test report for customer on request	✓	✓	
Complete full annual test to recover all Systems to the DR site and maintain the Business Continuity Plan	✓		

6.2 Service Level Objectives

The following section describes the Service Levels that will be met for the Service items listed within the Service Boundary of the Company.

The Cloud Hosting service and time measurements are applicable to the **LIVE** environments only and will form part of the regular service reviews.

If the live application fails to perform to the above service levels a call will be logged via the Company's Service Desk triggering an investigation process

6.2.1 IT SERVICE AVAILABILITY

SERVICE ITEM	AVAILABILITY	RTO	RPO
LIVE iTrent environment	99.8% 24 x 7 x 365	12 Hours	4 Hours
Live Business Objects Environment	99.8% 24 x 7 x 365	12 Hours	4 Hours

6.2.2 FAULT REPORTING

All fault reporting will be conducted through the Company's Service Desk or ServiceCloud directly.

All fault services, related to time bound service levels (SLA) as stated in the matrix below, will be reported upon from the point that the fault is identified by the Company.

- Category: A-C will be used to describe Software and Service defects or malfunctions
- Category D-E will be used to describe Software or malfunctions
- Category: N is used to describe only service requests

SEVERITY	DESCRIPTION	ACKNOWLEDGEMENT / RESOLUTION
Category A:	A Malfunction which renders the whole Managed Service inoperable such that a business-critical function cannot be met. Requires immediate attention and resolution.	The Company's target shall be to acknowledge the Malfunction within 1 Hour and correct such Malfunction or provide an alternative solution or an agreed workaround within 8 hours. <u>Status updates after initial acknowledgement:</u> At such intervals as are agreed when such Malfunction is notified or every 8 hours until resolution or identified resolution is completed.
Category B:	A Malfunction which renders part of the Managed Service inoperable such that an imminent business or operational function cannot be met:	The Company's target shall be to correct such Malfunction or provide an alternative solution or an agreed identified resolution within 5 Working Days.
Category C:	A Malfunction which has an impact on the functioning of the Managed Service where a required business deadline is known and has been notified, or where the Company has previously provided an "alternative solution" to a Category A or B issue.	The Company's target shall be to correct such Malfunction or provide an alternative solution or an agreed identified resolution within 30 Working Days.
Category D:	A Malfunction in which a function of the Managed Service operates other than in accordance with the Documentation or outside of the SLA or agreed service.	The Company's target shall be to correct such Malfunction within 120 Working Days from notification, or if deemed to be software (Product or supporting application) related, at its discretion in a future Sub-Release.
Category E:	A Malfunction is any other fault with the Managed Service of a minor or cosmetic nature.	The Company's target shall be to correct such Malfunction at its discretion in a future Sub-Release.
Category N:	A non-categorised request that does not relate to a service fault but requires a change or amendment to the service based on an agreed schedule and change control.	The Company's target shall be to schedule such requests within 10 working days.

6.3 CLOUD HOSTING MEASUREMENT PERIOD

The service measurement period is quarterly within the quarters commencing:

- 1st January
- 1st April,
- 1st July
- 1st October

The service availability will be reported on, at frequencies in line with the service review meetings defined in this document.

6.4 CLOUD HOSTING SERVICE AVAILABILITY

The percentage of service availability is defined in section 6.2.1, less any perceived down time that is caused by factors beyond the Company's service boundary and not including planned maintenance.

In the event that a problem occurs with the Customer's infrastructure or the Customer's communications link that prevents the Customer from using the hosted services, the Company will make reasonable efforts to provide office accommodation and equipment to allow the Customer's staff to work from the Company's premises in order to assist the customer to complete any critical activities relating to payroll processing.

The Company will make an appropriate charge to the Customer for such a provision, depending on the duration the accommodation is required.

6.5 CLOUD HOSTING SUPPORT HOURS

Monday to Friday (Excluding English Bank Holidays)

08:00 - 18:00

Saturday and Sunday: **N/A**

The above are the hours during which the Company provides standard office-based IT support related to the Cloud Hosting Service.

Category 'A' faults, as defined in section 6.2.2 will be investigated by the out-of-hours support team, all other calls will be attended to during the next working day as defined above.

The scope of the Managed IT out-of-hours technical support line is to provide IT based support for contracted Services and should only be used to log items that are defined as Category A issues.

Items such as payroll queries and software faults are not covered by this service and will need to be raised with the MHR Service-Desk during their standard support hours.

7. Service Desk

7.1.1 Service Desk Provision

Service Desk:

The Service Desk is open **Monday to Friday 09:00 to 17:00** (Excluding English Bank Holidays)

Service Desk Purpose:

The purpose of MHR's Service Desk is to investigate suspected software defects.

MHR provides a 24/7 service cloud that allows our customers to find the information that they need when they need it.

Customers can nominate up to 5 support users who can access information and log suspected defects via the Service Cloud portal.

When reporting a suspected software defect, the customer will provide the steps to replicate the issue in the form of either an annotated document or video. Customers will advise MHR of any known deadlines.

Once a support case has been logged, the Service Desk aims to contact customers within 2-business hours of beginning the investigation.

Customers can telephone the Service Desk on **0844 800 9278** to escalate high-impact support cases after they've been raised via Service Cloud.

Replication:

Before reporting a suspected software defect to the Service Desk, the customer is required (where possible) to replicate the problem and reduce it to its simplest point of failure. If Service Desk receives cases that have not been reduced to their simplest point of failure, the Service Desk will return the case to the customer for further analysis to avoid response times becoming significantly extended.

Minimum Required Information to Report an Incident:

Before the Customer reporting a suspected software defect or malfunction. The customer must first assemble a step by step documented summary that provides a full description of the fault, including error messages, an accurate description of activity and log files.

Once the case is received, the Service Desk may ask the Customer to provide some or all the following additional information. Failure to do so when requested may delay the progress and timely resolution of the support case.

- A documented list of all Software versions, service packs and patches; and any third-party software involved, including operating systems;
- Access to the Customer's environment to investigate the problem;
- Details of recent change activity before the Incident;
- Incident replication method which is proven as repeatable;
- Data sample;
- Log files.

These minimum requirements are not exhaustive and may be amended from time to time. Where the information above cannot be produced, the Service Desk will apply reasonable endeavours to investigate.

Outcome:

The expected outcome of the Service Desk's investigation is the successful identification of a defect. When a defect is identified and confirmed, MHR's Engineering department, the case is closed and linked to a defect record; the Software Malfunction SLA then begins. Other outcomes may include a data issue or a complex configuration issue.

The Service Desk will correct data issues when the product has not worked in-line with the documentation.

The Service Desk will provide documentation to customers when configuration issues are identified; professional service consultancy will be offered where appropriate.

8. Exit Management

Exit Management Responsibilities	Company	Customer
Prepare a transition schedule detailing timescales, requirements and milestones to achieve the transfer of Customer data.		✓
Agree transition schedule.	✓	✓
Provide specification of requirements for the data to be transferred.		✓
Agree specification of requirements.	✓	
Provide Customer data in line with the transition plan and specification of requirements. (Depending on the complexity of the requirement this may be a chargeable activity). As standard data will be provided as an oracle database.	✓	
For requests for other data formats the Company will make a charge for the provision of this data. The charge will be based on the number of day's effort required and the Company prevailing rates at that point in time. At all times up to the termination of the relationship the customer will be able to perform their own data extracts to provision and enable the move to a different provider.		✓

9. Escalation Contacts

The following table lists the names, titles, telephone numbers and email addresses of the Company contacts.

Name/ title /email address	Telephone	Responsibilities
██████████ Managed Services Director ██████████	██████████	Escalation point for significant HR and Payroll service issues
██████████ IT Director ██████████	██████████	Escalation point for significant IT Hosting service issues

10. Glossary of Terms

Expression	Meaning
BACS	Bankers Automated Clearing Service – usual method of payment.
Business Continuity Plan	A plan that defines how the Company will deal with potential disasters.
Change Control	A formal process used to ensure that changes to a product or system are introduced in a controlled and coordinated manner.
Disaster	An event that causes a disruption to the Managed Service from the company site that will require an invocation of the Business Continuity Plan or Disaster Recovery Plan.
Disaster Recovery Plan	A plan that defines how the Company will deal with actual disasters.
HMRC	HM Revenue and Customs.
Data	Data is all data held in the Product.
Malfunction	A failure which affects the delivery of the Service.
MATB1	Form provided to pregnant employees by either their medical practitioner or the hospital detailing when the baby is due.
P11D	Statutory annual return of expenses and benefits for certain employees or directors.
P11D(b)	Covering Certificate for forms P11D.
P60	Employees summary of total pay and deductions for the tax year.
Primary Backup Solution	SAN BASED: Direct Volume Replication of live Systems to DR Site.
Processing Schedule	The operational schedule detailing critical times and dates for the delivery of the service.
Release	A release of the Product issued by the Company on a 90 day release cycle.

Expression	Meaning
RTI	Real Time Information – Communications sent to the HMRC on a periodic basis. This replaces the previous requirements for a P14 & P35.
RTO	The Recovery Time Objective is the stated time to recovery for Hosted Systems after a disaster is experienced.
RPO	Related to RTO - Recovery Point Objective describes the possible total data loss measured in time that may occur. Measured in time previous to the disaster being declared.
Secondary Backup Solution	SAN BASED: On-line storage of database backups, database transaction logs and applications direct to disk and replicated between sites.
Offline Backup Solution	TAPE BASED: Off-Line storage of database backups. Held for 30 Days.
Service Boundary	The Service Boundary is defined as the point where equipment provided by the Company connects to equipment provided by the Customer. Where the service is provided over the Internet the end-point is the Router that provides access to the internet from the company site.
Planned Maintenance	A time window informed in advance to the Customer by the Company during which the service will not be available.
Unplanned Maintenance	A period of time that has not been informed in advance to the customer during which the service will not be available but is deemed essential for the secure and long-term operation of the service.
Service Desk	The central point of contact between the Company and the Customer for reporting <i>Incidents</i> (disruptions or potential disruptions in service availability or quality) and for users making <i>service requests</i> (routine requests for services).
Service Cloud	Service Cloud is the online ticket logging system used as the primary fault and query recording tool by the services Desk. Customers have direct access to this to log and record activities around fault reporting, to download software and to access FAQs.

Expression	Meaning
SMP1	Form issued to an employee if employed or treated as employed in the qualifying week and cannot get SMP or her entitlement ceases
SSP1	Form issued to an employee if they have been sick for four or more calendar days and they are not entitled to SSP or their entitlement to SSP stops but they are still sick
NON-LIVE Environments	This refers to the Standard TEST and DEV Environments as well as to any other temporary or Sandbox environments that the company may host for the Customer.
Systems	Systems for the purposes of this Service Level Agreement means the Product, Third Party Products and interfaces.

ACAS 2 Year G Cloud Agreement wef 01.10.2021

Final Audit Report

2021-08-23

Created: 2021-08-23

By:

Status: Signed

Transaction ID:

"ACAS 2 Year G Cloud Agreement wef 01.10.2021" History

 Document created by Sales Admin ()

2021-08-23 - 08:39:22 GMT - IP address: 80.6.91.145

 Document emailed to () for signature

2021-08-23 - 08:43:07 GMT

 Email viewed by ()

2021-08-23 - 08:49:57 GMT - IP address: 80.6.91.145

 Document e-signed by ()

Signature Date: 2021-08-23 - 08:51:54 GMT - Time Source: server - IP address: 80.6.91.145

 Document emailed to () for signature


2021-08-23 - 08:51:56 GMT

 Email viewed by ()

2021-08-23 - 09:13:58 GMT - IP address: 104.47.5.254

 Document e-signed by ()

Signature Date: 2021-08-23 - 10:40:25 GMT - Time Source: server - IP address: 86.53.126.68

 Agreement completed.

2021-08-23 - 10:40:25 GMT